

HEAD OFFICE:
SUITE 4011
ONE WORLD TRADE CENTER
NEW YORK, N. Y. 10048

TOYOMENKA (AMERICA), INC.

SUITE 2424
FIRST NATIONAL BANK TOWER
PORTLAND, OREGON 97201

TEL.: 223-1960
221-1550 (GRAIN)
CABLE ADDRESS:
TOYOMENKA, PORTLAND
TELEX NO.: WU 360-551

Ritai

Japan Line USA Ltd.
421 S. W. Sixth Avenue
Portland, Oregon 97204

Shipping Instructions: "JAPAN ERICA" V-42

Coos Bay

FIRST LOADING:	OSAKA	
	POC (Champion)	240 MScr
	POC (Roseburg)	91
	POC (Raft CH-170)	72
	s.t.	403 MScr

SECOND LOADING:	NAGOYA	
	POC (Raft GP 4M)	139 MScr
	POC (Raft GP 7M)	171
	POC (Raft Roseburg-74)	67
	s.t.	377 MScr

THIRD LOADING:	TOKYO	
	POC (Raft GP 17-E)	113 MScr

Astoria

FOURTH LOADING:	TOKYO	
	Spruce (Raft K-1527)	356 MScr
	Spruce (Raft K-1824)	341
	s.t.	697 MScr

FIFTH LOADING:	TOKYO	
	Douglas Fir (Raft R-1026)	383 MScr

SIXTH LOADING:	TOKYO	
	Lodge Pole Pine (SR-4)	197 MScr

(continued)

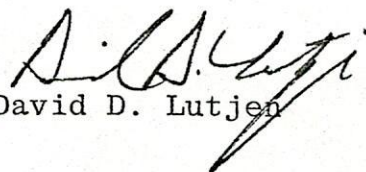


Longview

SEVENTH LOADING:	TOKYO	
	Douglas Fir	250 MScr
	Hemlock	150
	s.t.	400 MScr
EIGHTH LOADING:	KEIYO	
	Douglas Fir	250 MScr
	Hemlock	150
	s.t.	400 MScr
NINTH LOADING:	KEIYO	
	Douglas Fir	400 MScr
TENTH LOADING:	ISHINOMAKI	
	Douglas Fir	300 MScr
	Hemlock	500
	s.t.	800 MScr
TOTAL ALL LOADINGS:		4,169 MScr

Remarks: 1). Please make separation marks between all loadings.
2). Please make paint separation/load to different hold the Roseburg POC during the second loading.
3). Please load Spruce K-1527 and 1824 underdeck.
4). Please make final loading adjustment with Hemlock logs in the tenth loading.

Very truly yours,


David D. Lutjen

DDL:jma

cc: Jones Oregon Stevedoring
Brady Hamilton Stevedoring
Port of Astoria
Knappton Towboat Co.
Knutson Towboat Co.
Weyerhaeuser Co. (LV-Tacoma)
T/O/N

REPORT NO.

CARGO LOADED _____ DATE 12/21/77 TIME 3:00 A.M. COM, PLD: DATE _____ TIME _____ A.M.
P.M.

[illegible]

4410 Japan Exica its Agents
Owners, And/or Operators
Japan Line USA Ltd.
1205 Commonwealth Building
421 S.W. 1st Avenue
Portland, OR 97204

No. 77-554

LINE SERVICE

Date		TIME		
Tie Up	<u>12/18/77</u>	<u>(2015)</u>	\$ <u>260.00</u>	
Let Go	<u>12/21/77</u>	<u>(1700)</u>	\$ <u>200.00</u>	\$ <u>460.00</u>

No. _____

FRESH WATER FURNISHED:

(Date)	Tons or	Gal.	\$
_____	_____	_____	_____
	Service Charge		\$ _____
			\$ _____

No. 77-555

DOCKAGE: 174⁹⁵ Meters L.O.A. Rate: \$ 562⁰⁰ Per 24-Hour Period

From: 12/18/77(2015) to 12/21/77(1700) 3 Periods \$ 1,486.00

No. 77-556

Bill To - Vayomenka, Inc., Suite 2424 } 1300 S.W. 4th Ave.
1st National Bank Tower } Portland, 97201

WHARFAGE CHARGE ON 1,275,640 H. Sec
@ 1.815/m \$ 2315.28

No. 77-557

Bill To - same as above

SERVICE & FACILITIES CHARGE ON 1,275,640 H. Sec.
@ 1.08/m \$ 1,377.69

No. _____

Bill To - _____

\$ _____

No. _____

Bill To - _____

\$ _____

No. _____

Bill To - _____

\$ _____



THE PORT OF ASTORIA

At the entrance to the mighty Columbia River

No. 77-554

P. O. BOX 569 ASTORIA, OREGON 97103 PHONE (503) 325-4521

In Account With

M/V JAPAN ERICA its Agents
Owners, and/or Operators
Japan Line USA Ltd.
1205 Commonwealth Building
421 S. W. 6th Ave.
Portland, OR 97204

Date 12/28/77

TERMS: CASH.

LINE SERVICE:

12/18/77	(2015)	Tie Up	260.00
12/21/77	(1700)	Let Go	<u>200.00</u>
			\$460.00



THE PORT OF ASTORIA

At the entrance to the mighty Columbia River

P. O. BOX 569 ASTORIA, OREGON 97103 PHONE (503) 325-4521

No. 77-555

In Account With

M/V JAPAN ERICA, its Agents
Owners, and/or Operators
Japan Line, USA Ltd.
1205 Commonwealth Building
421 S. W. 6th Ave.
Portland, OR 97204

Date 12/28/77

TERMS: CASH.

DOCKAGE: 174.95 Meters L.O.A. Rate: \$562.00 per 24-hour period

12/18/77 (2015) to 12/21/77 (1700) 3 periods @ \$562.00/period \$1686.00



THE PORT OF ASTORIA

At the entrance to the mighty Columbia River

P. O. BOX 569 ASTORIA, OREGON 97103 PHONE (503) 325-4521

No.77-556

In Account With

Toyomenka Inc.
Suite 2424
1st National Bank Tower
1300 S. W. fifth Ave.
Portland, OR 97201

Date 12/28/77

TERMS: CASH.

M/V JAPAN ERICA
WHARFAGE CHARGE ON: Logs loaded 12/21/77

1,275,640 Feet Scribner

1,275,640 Feet @ \$1.815/M

\$2,315.28



THE PORT OF ASTORIA

At the entrance to the mighty Columbia River

P. O. BOX 569 ASTORIA, OREGON 97103 PHONE (503) 325-4521

No. 77-557

In Account With

Toyomenka Inc.
Suite 2424
1st National Bank Tower
1300 W.W. Fifth Ave.
Portland, OR 97201

Date 12/28/77

TERMS: CASH.

M/V JAPAN ERICA

SERVICE & FACILITIES CHARGE ON: Logs loaded 12/21/77

1,275,640 Feet Scribner

1,275,640 Feet @ \$1.08/M

\$1,377.69

TO

Toyomenka Inc.
Suite 2424
1st National Bank Tower
1300 S. W. Fifth Ave.
Portland, OR 97201

FROM

PORT OF ASTORIA
P.O. Box 569
Astoria, Oregon 97103

SUBJECT

Log footages loaded to M/V JAPAN ERICA

DATE

12/22/77

MESSAGE:

Please furnish to the Port of Astoria the log footages loaded to the above named ship in Scribner. We would appreciate any documents that are available to substantiate log footages.

ORIGINATOR-DO NOT WRITE BELOW THIS LINE

REPLY TO →

SIGNED

Rita Hollaway - Billing Dept.

REPLY

DATE

SIGNED

SEND PARTS 1 AND 3 INTACT - PART 1 WILL BE RETURNED WITH REPLY

ORIGINATOR'S COPY

ORIGINATOR DETACH AND FILE FOR FOLLOW UP

TO

FROM

Toyomenka Inc.

- Suite 2424
 - 1st National Bank Tower
- 1300 S. W. Fifth Ave.
Portland, OR 97201

PORT OF ASTORIA

P.O. Box 569
Astoria, Oregon 97103

SUBJECT

DATE

Log footages loaded to M/V JAPAN ERICA

12/22/77

MESSAGE:

Please furnish to the Port of Astoria the log footages loaded to the above named ship in Scribner. We would appreciate any documents that are available to substantiate log footages.

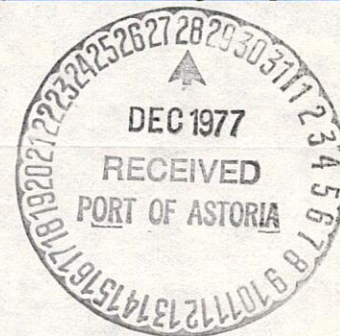
ORIGINATOR-DO NOT WRITE BELOW THIS LINE

REPLY

REPLY TO → SIGNED

Rita Hollaway - Billing Dept.

1,275,640 Scribner Board Feet



DATE

SIGNED

December 27, 1977

David D. Lutjen

SEND PARTS 1 AND 3 INTACT - PART 1 WILL BE RETURNED WITH REPLY

RETURN TO ORIGINATOR

PORT OF ASTORIA

BOOKING REPORT

DATE

12/17/79

1. NAME OF SHIP

Japan Erica

2. NAME OF CALLER

3. NAME OF AGENT

Japan Line

4. NAME OF SHIPPER

Tayomura

5. TYPE OF CARGO

Leop.

6. AMOUNT OF CARGO

7. NAME OF STEVEDORE

8. NAME OF SUPERCARGO

9. DATE OF ARRIVAL

12/18

10. BERTH ASSIGNMENT (TENTATIVE)

11. SPECIAL ARRANGEMENTS

12. BILLING INFORMATION

WHARFAGE

SERVICE & FACILITIES

HANDLING

[Signature]

FIELD SURVEY

WE THE UNDERSIGNED, HAVE ON Monday, DECEMBER 19, 1977 HELD SURVEY ON THE PORT OF ASTORIA, PIER THREE, PORT OF ASTORIA, ASTORIA, OREGON OWNERS AND OPERATORS, IN ORDER TO ASCERTAIN AND AGREE UPON OR AS NOTED OTHERWISE, THE CAUSE, THE NATURE AND EXTENT, AND THE RECOMMENDED REPAIR, OF DAMAGE ALLEGED TO HAVE BEEN SUSTAINED IN CONSEQUENCE OF THE SUBJECT PIER HAVING BEEN CONTACTED BY THE M/V "JAPAN ERICA" ON DECEMBER 18, 1977 AT APPROXIMATELY 0825 HOURS, LOCAL TIME.

FOUND

Note: All Dimensions Approximate.

1. EXTREME OFFSHORE END OF PIER 3 EXTENDING APPROXIMATELY 75' FROM THE PIER END TO ABOUT BENT #148 VIRTUALLY DEMOLISHED. SIX (6), FIVE (5) PILE BENTS WRACKED OR BROKEN WITH APPROXIMATELY 1600 SQUARE FEET OF 4"X12" DECK PLANKING, TOGETHER WITH ABOUT 50 - 6"X12"X22' DECK STRINGERS AND,

RECOMMEND

1. DEMOLISHED PIER STRUCTURE TO BE REMOVED AND REPLACED AS ORIGINAL REQUIRING ABOUT 30 TREATED BEARING PILE REPLACEMENT AND ABOUT 15 FENDER PILE RENEWALS.



APPROXIMATELY 210
LINEAL FEET OF 3"X10"
TIMBER SWAY BRACING
VARIOUSLY DEMOLISHED,
TORN LOOSE OR ADRIFT.

2. PIER STRUCTURE
BETWEEN BENTS #146½
AND #148, A DISTANCE
OF APPROXIMATELY 20',
VARIOUSLY WRACKED.

3. MUD SILLS, PILE CAPS,
ETC., BELOW THE
WATERLINE SUSPECTED
TO BE DAMAGED.

4. REINFORCED CONCRETE
BOLLARD FOUNDATION AT
THE PIER END BROKEN
AWAY FROM THE PIER
STRUCTURE.

5. BOLLARD LOCATED
BETWEEN BENTS #149
AND #150 PULLED LOOSE
FROM THE WOOD
FOUNDATION.

2. STRUCTURAL MEMBERS TO
BE EXAMINED AND REPAIRED
AS REQUIRED. ELEMENTS
REQUIRING REPLACEMENT TO
BE REPORTED TO ALL PARTIES
AT INTEREST.

3. TO BE FURTHER EXAMINED
WITH RESULTS REPORTED TO
ALL PARTIES AND REPAIRED
AS FOUND NECESSARY.

4. EXISTING FOUNDATION TO BE
REMOVED AND REPLACED AS
ORIGINAL — 16'X8'X4'
REINFORCED CONCRETE INCORPORAT-
-ING 12 TREATED PILING
INTEGRAL TO THE FOUNDATION.
EXISTING BOLLARD TO BE RE-USED.

5. BOLLARD TO BE RESET AS
ORIGINAL.

Notes:

- A. NECESSARY REMOVALS TO EFFECT REPAIRS.
- B. NECESSARY FASTENINGS, HARDWARE, ETC.
- C. SCRAP VALUE TO BE CREDITED.

Survey made without prejudice.

Kenneth F. Taylor

Kenneth F. Taylor, United States Salvage Assoc. Inc

PORT OF Astoria, Astoria, Oregon

Japan Eric

Office: (503) 325-7130
Shop: (503) 325-71333391 Irving Avenue
Astoria, Oregon 97103

24 Hour Service



Bergerson Enterprises

"for a job well done"

March 2, 1978



Port of Astoria
P.O. Box 569
Astoria, Oregon 97103
ATTN: Ike Vice

PROJECT: Furnished labor, equipment & material to drive
2- 70' fender pile & pull & bolt 2 piling--
using 3 - U bolts.

2/21

Labor & equipment

Piledriver & crew
4 hours @ \$125.00 = 500.00

Material 2- 70' piling @ \$3.50' = 490.00
1- 3/4 x 37" F.H. 4.00
1- 3/4 x 18" F.H. 2.50 496.50

Total due for above project = \$996.50

*Necessary work to Barge
Berthing area damaged by
Japan Erica*

H. Vice

5106

5119-1

STATEMENT

FROM William R. H. H. H.

RI 1 Box 656-9 ASTORIA, OR. 97103

22, May 1954

TO PART OF BOSTON

STREET Art Deco

CITY Aspen STATE COE. ZIP 87103

TERMS 100% Cash For # 76-37

12-75	ATTEMPT TO LOCATE PIER #3 CORNER BOLLARD & CONCRETE BASE STAY DIVING @ \$28.50 per hr	# 114.00
14-75	LOCATE SAME & ATTATCH 1 1/4" CABLE STAY DIVING @ \$28.50 per hr	# 114.00
	Total	# 228.00
P.O. 6445 Japan Erica damage Q. Vico 2201-1		

(PORT OF ASTORIA)

DATE 2-3-78

PIER _____

JOB _____

NO.	NAME	SKILL	A. M.		P. M.		NIGHT		TOTAL HOURS			RATE	AMOUNT
			START	STOP	START	STOP	START	STOP	S. T.	O. T.	P. T.		
	H. Keri	1							8			9.95	79.60
	E. Piitilo	2							8			8.99	71.92
	D. Pettitt	3							8			8.79	70.32
	R. Piitilo	4							8			8.25	70.32
		5											292.16
1	Supv.	6										5106	79.60
		7											
2 & 4	Remove Debris	8											
	from Pier 3 Dock	9											
	damaged by	10											
	ship Coltita Japan Erica	11	8	12								5106	71.12
2 & 4	Repair Rep Rap	12											
	Pier 2 Storm	13											
	Damage	14			12 ³⁰	4 ³⁰						5106	71.12
3	check Fire Sprinklers	15											
	Pier 1 & 3	16	8	12	12 ³⁰	1 ³⁰						5106	43.95
	& all Fire Equipment	17			1 ³⁰	4 ³⁰						5106	26.37
		18											292.16
		19											
		20											





THE PORT OF ASTORIA

At the entrance to the mighty Columbia River

P. O. BOX 569 ASTORIA, OREGON 97103 PHONE (503) 325-4521

No. 77-1145

In Account With

M/V JAPAN ERICA, Its Agents
Owners and/or Operators
Japan Line USA
1205 Commonwealth
421 S.W. 6th
Portland, OR 97204

Date 6/7/78

TERMS: CASH.

5/19/78 Labor to tend diver, dock repair damaged by M/V JAPAN ERICA 12/18/77

1 man 2 hours @ \$20.28/hour
1 man 2 hours @ \$20.80/hour

40.56

41.60

TOTAL

\$82.16

LAW OFFICES

WOOD, TATUM, MOSSER, BROOKE & HOLDEN

ERSKINE WOOD
of Counsel

ERSKINE B. WOOD
LOFTON L. TATUM
JOHN D. MOSSER
JOHN R. BROOKE
JOHN G. HOLDEN
DONALD J. MORGAN
PETER G. VOORHIES
PAUL N. WONACOTT
ROBERT I. SANDERS
JEFFREY E. BOLD
WILLIAM R. BUREN
ALLEN G. MCKENZIE

1505 STANDARD PLAZA
1100 SOUTHWEST SIXTH AVENUE
PORTLAND, OREGON 97204

June 19, 1978

TELEPHONE (503) 224-5430
CABLE: LINWOOD
TELEX: 360334

The Port of Astoria
P.O. Box 569
Astoria, Oregon 97103

Attention: Mr. Packer

Re: JAPAN ERICA
Dock Damage Claim
Port of Astoria
Pier No. 3
December 18, 1977
Your Invoice: 77-1145
Our File: 001/78:RIS

Gentlemen:

Your invoice No. 77-1145 dated June 7, 1978, addressed to the M/V JAPAN ERICA, has been forwarded to us for handling as attorneys for the Owners of the ship.

On behalf of the Owners, the JAPAN ERICA, we deny liability and responsibility for any damage at the Port of Astoria arising from the incident of December 18, 1977. We would, however, without prejudice welcome an opportunity to discuss this matter with a representative of the Port.

We request that you forward all further correspondence in connection with this claim to this office, to the attention of the undersigned. Thank you.

Very truly yours,

Robert I. Sanders

ROBERT I. SANDERS

RIS:pd



LAW OFFICES

WOOD, TATUM, MOSSER, BROOKE & HOLDEN

ERSKINE WOOD
of Counsel

ERSKINE B. WOOD
LOFTON L. TATUM
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1505 STANDARD PLAZA
1100 SOUTHWEST SIXTH AVENUE
PORTLAND, OREGON 97204

TELEPHONE (503) 224-5430
CABLE: LINWOOD
TELEX: 360334

July 14, 1978

Port of Astoria
P.O. Box 569
Astoria, Oregon 97102

Attention: Harry A. Utti,
Port Engineer

Re: JAPAN ERICA *file*
Dock Damage Claim
Port of Astoria
Pier No. 3
December 18, 1977
Our File: 001/78:RIS

Gentlemen:

Thank you for your letter of July 13, 1978, with enclosures.

Upon receipt of Mr. Taylor's report, we will be in touch
with you to discuss possibility of settlement.

Thank you.

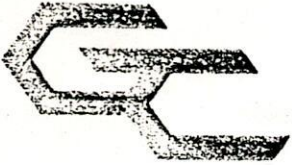
Very truly yours,

Robert I. Sanders

Robert I. Sanders

RIS/jb





GENERAL CONSTRUCTION COMPANY

2929 N.W. 31ST AVE. • P.O. BOX 10346 • PORTLAND, OREGON 97210 - 503 224-9512

September 20, 1978

Port of Astoria
Astoria, Oregon

Attention: Mr. Harry Utti

Gentlemen:

For the furnishing and driving of 42 pcs 110 ft Creosote-treated piling for the replacement of the outer end of Pier 3, in place of the 42-75 ft piling figured in our bid of July 6, 1978, we add to our quotation the sum of:

Thirty thousand six hundred and ninety dollars (\$30,690.00).

Our supplier states that it would take 90 to 120 days to accumulate these long lengths of piling.

Very truly yours,

William J. Laughlin
William J. Laughlin

cm





THE PORT OF ASTORIA

At the entrance to the mighty Columbia River

P. O. BOX 569 ASTORIA, OREGON 97103 PHONE (503)325-4521

COMMISSIONERS:

ALBERT RISSMAN, PRESIDENT
HENRY C. DESLER, VICE-PRESIDENT
DAVID D. CORKILL, SECRETARY
HOWARD B. JOHNSON, TREASURER
ROBERT J. HANSON, ASST. TREASURER
GEORGE R. GROVE, EXECUTIVE DIRECTOR

October 6, 1978

U. S. Salvage
2035 S. W. 58th
Portland, Oregon 97221

Attention Mr. Karnegay

RE: Pier No. 3 Rebuild: JAPAN ERICA - Estimated Damage Costs

Gentlemen:

The original low bid price was based upon 75 foot pile lengths. Further findings have revealed that the average pile lengths were probably between 85 and 120 feet.

Mr. Ken Taylor suggested that the Port obtain quotes from the low bidder for the additional cost of longer length piles. The enclosed letter from General Construction indicates that an additional cost of \$30,690 should be added to the original estimate. It may be possible to use a pile less than the 110 foot; however, to be sure, a test pile would have to be driven. This would result in an additional \$1,000 cost.

In reviewing the Port's records, it appears that Palmberg Construction Company rebuilt the northern portion of the apron area in 1967. The attached sketches should illustrate the extent of some of the work.

Please pass this information along so we can expedite the completion of this project.

Thank you.

Sincerely,

Harry A. Utti
Port Engineer

HAU:nca

/enclosures

LAW OFFICES

WOOD, TATUM, MOSSER, BROOKE & HOLDEN

ERSKINE WOOD
of Counsel

ERSKINE B. WOOD
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1505 STANDARD PLAZA
1100 SOUTHWEST SIXTH AVENUE
PORTLAND, OREGON 97204

TELEPHONE (503) 224-5430
CABLE: LINWOOD
TELEX: 360334

November 22, 1978

The Port of Astoria
P.O. Box 569
Astoria, Oregon 97103

Attention: Harry A. Utti
Port Engineer

Re: JAPAN ERICA - Dock Damage Claim
Our File: 001/78:RIS

Gentlemen:

Thank you for your letter of November 13, 1978, with enclosures. This information will be helpful in processing any claim made by the Port of Astoria. Upon completion of the work, we would be happy to consider any invoices or other payment documents showing that the work has actually been accomplished.

When we receive information establishing the repairs actually undertaken and completed, we will immediately review that material and submit our recommendation for disposition of the claim to our principals.

Very truly yours,

Robert I. Sanders

ROBERT I. SANDERS

RIS:pd



LAW OFFICES

WOOD, TATUM, MOSSER, BROOKE & HOLDEN

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of Counsel

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1505 STANDARD PLAZA
1100 SOUTHWEST SIXTH AVENUE
PORTLAND, OREGON 97204

TELEPHONE (503) 224-5430
CABLE: LINWOOD
TELEX: 360334

March 2, 1979

The Port of Astoria
P.O. Box 569
Astoria, Oregon 97103

Attention: Harry A. Utti
Port Engineer

Re: JAPAN ERICA - Dock Damage Claim
Our File: 001/78:RIS

Gentlemen:

This will confirm our telephone conversation of March 2, 1979, and your agreement to provide us with documentation which will establish the age of the various components of the pier allegedly damaged by the JAPAN ERICA. Upon receipt of that information, we will confer with you with a view towards possible compromise of the matters at issue.

Very truly yours,

Robert I. Sanders

ROBERT I. SANDERS

RIS:pd



PORT OF ASTORIA

P. O. BOX 569

ASTORIA, OREGON 97103
U. S. A.

ASTORIA BRANCH
FIRST NATIONAL BANK
ASTORIA, OREGON

96-11
1232

229

April 30, 1967

PAY

PORT OF ASTORIA \$ 11,563.12

\$ 11,563.12

PORT IMPROVEMENT FUND

TO
THE
ORDER
OF

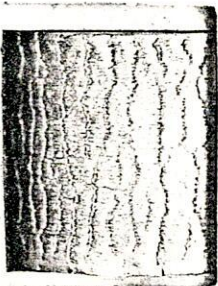
- Duoos & Son
P.O. Box 235
Astoria, Oregon 97103

Handwritten Signature
COPY—NON-NEGOTIABLE

DETACH BEFORE DEPOSITING

DATE	DESCRIPTION	ACCOUNT NO.	AMOUNT
Pier III Reconstruction:			
April 3 - 7, 1967	2,990.48^	5303	11,563.12^
April 10 -14, 1967	2,807.42^		
April 17 -21, 1967	2,884.22^		
April 24 -28, 1967	<u>2,881.00^</u>		

PORT OF ASTORIA
ASTORIA, OREGON 97103



*

2,9 9 0.4 8

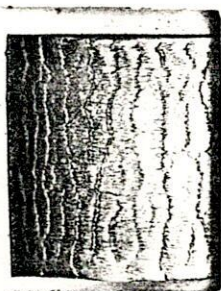
2,8 0 7.4 2

2,8 8 4.2 2

2,8 8 1.0 0

1 1,5 6 3.1 2 *

5303



DUOOS & SON
CONTRACTOR

P. O. BOX 235, ASTORIA, OREGON 97103

May 1, 1967

To: Port of Astoria
Astoria, Oregon 97103

For: Labor material and equipment furnished for reconstruction
Pier III, April 3-7, 1967

Labor: per attd. sheet	\$ 2,155.99
Payroll taxes @15.25	328.79
H & W for piledriverman (400 hrs. @.31)	124.00
H.& W for operating eng.(40½ hrs. @.40)	16.20
Overhead & Profit @10%	262.50
Material: none	
Rentals per attd. inv.	103.00
	<u>\$ 2,990.48</u>

~~JOB Reconstruction Pier #3~~

[illegible]

Telephone:
Area Code 503-
232-0151 - Portland
345-4334 - Eugene



240 S. E. CLAY STREET • PORTLAND, OREGON 97214

No. P 42599

SOLD TO

- Duoos & Son
- PO Box 235
- Astoria, Oregon

SHIPPED TO

- Same

NO GOODS RETURNED WITHOUT OUR CONSENT.
ITEMS NOT EXTENDED WILL BE SHIPPED LATER.

TERMS NET CASH - ALL BILLS DUE AND PAYABLE 10TH
OF MONTH FOLLOWING DATE OF SHIPMENT.

YOUR ORDER NO.		INVOICE DATE	DATE SHIPPED	SHIPPED FROM	SHIPPED VIA:	SALESMAN	
		4-5-67	3-3-67	Portland, Oregon	Nehalem Valley	rental-331	
BACK/ORDER	ORDERED	SHIPPED	DESCRIPTION			UNIT PRICE	TOTAL AMOUNT
	1	1	Model 22JW Air Drill - R3000				48.00
	1	1	Model 22JW Air Drill - R4029				48.00
	2	2	1/2" Whip hoses W/Dixon couplings				7.00
							103.00
Charge rental 3-6-67 to 4-6-67 - 1 month							
rental							

No. P 42599

DUOOS & SON
CONTRACTOR

P. O. BOX 235, ASTORIA, OREGON 97103

May 1, 1967

To: Port of Astoria
Astoria, Oregon 97103

For: Labor, material and equipment furnished for reconstruction
Pier III, April 10-14, 1967

Labor: Per attd. sheet	\$ 2,096.24
Payroll taxes @15.25	319.68
H & W for piledrivermen (388 hrs. @.31)	120.28
H & W for operating eng. (40 hrs. @.40)	16.00
Overhead & Profit @10%	255.22
Material none	
Rentals none	
	\$ <u>2,807.42</u>

JOB ~~Reconstruction Pier #3~~

[illegible]

DUOOS & SON
CONTRACTOR

P. O. BOX 235, ASTORIA, OREGON 97103

May 1, 1967

To: Port of Astoria
Astoria, Oregon 97103

For: Labor, material and equipment furnished for reconstruction
Pier III, April 17-21, 1967.

Labor: per attd. sheet	\$ 2,153.60
Payroll taxes @15.25	328.42
H & W for piledriverman (400 hrs. @31)	124.00
H & W for operating eng. (40 hrs. @40)	16.00
Overhead & Profit @10%	262.20

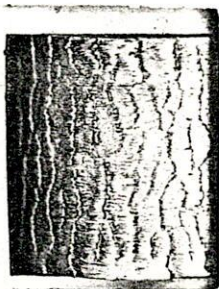
Material: none
Rentals: none

\$ 2,884.22

~~April 17-21~~

JOB

Reconstruction Pier #3

[illegible]

DUOOS & SON
CONTRACTOR

P. O. BOX 235, ASTORIA, OREGON 97103

May 1, 1967

To: Port of Astoria
Astoria, Oregon 97103

For: Labor, material and equipment furnished for reconstruction
Pier III April 24-28, 1967.

Labor: per attd. sheet	\$	2,115.36
Payroll taxes @15.25		322.57
H & W for piledriverman (392 hrs. @.31)		121.52
H & W for operating eng. (40 hrs. @.40)		16.00
Overhead & Profit @10%		257.55
Materials: none		
Rentals: per attd. inv.		<u>48.00</u>
	\$	2,881.00

~~April 24-28~~

JOB Reconstruction Pier #3

[illegible]

Telephone:
Area Code 503-
232-0151 - Portland
345-4334 - Eugene



240 S. E. CLAY STREET • PORTLAND, OREGON 97214

No. P 42688

SOLD TO

- Duoos & Son
- PO Box 235
- Astoria, Oregon

SHIPPED TO

- Same

NO GOODS RETURNED WITHOUT OUR CONSENT.
ITEMS NOT EXTENDED WILL BE SHIPPED LATER.

TERMS NET CASH - ALL BILLS DUE AND PAYABLE 10TH
OF MONTH FOLLOWING DATE OF SHIPMENT.

YOUR ORDER NO.		INVOICE DATE	DATE SHIPPED	SHIPPED FROM	SHIPPED VIA:	SALESMAN	
		4-21-67	3-24-67	Portland, Oregon	Nehalem Valley	rental-384	
BACK/ORDER	ORDERED	SHIPPED	DESCRIPTION			UNIT PRICE	TOTAL AMOUNT
	1	1	Model 85423GD Nail driver s/n 871				48.00
Charge rental 3-27-67 to 4-27-67 - 1 month							
rental							

No. P 42688

PORT OF ASTORIA

P. O. BOX 569
ASTORIA, OREGON 97103
U. S. A.

ASTORIA BRANCH
FIRST NATIONAL BANK
ASTORIA, OREGON

96-11
1232

238

May 31, 1967

PAY

PORT-ASTORIA 5304 828 and 85 cts

\$ 4,828.85

PORT IMPROVEMENT FUND

TO
THE
ORDER
OF

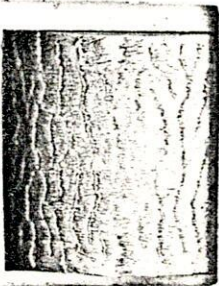
American Timber & Trading Co., Inc.
P. O. Box 3409
Portland 97208

COPY—NON-NEGOTIABLE

DETACH BEFORE DEPOSITING

DATE	DESCRIPTION	ACCOUNT NO.	AMOUNT
5/11/67	11108	5303	2,035.28
5/13/67	11148		857.57
5/16/67	11178		<u>1,936.00</u>
			4,828.85

PORT OF ASTORIA
ASTORIA, OREGON 97103





AMERICAN TIMBER & TRADING CO., INC.

Portland, Oregon, U.S.A.
P. O. Box 3409 97208
222-3601 (Area code 503)
Cables: TIMCO

INVOICE NO.: 11108 ✓

DATE: MAY 11, 1967

SOLD TO: [PORT OF ASTORIA
ASTORIA, OREGON

OUR ORDER NO.: 9391-W

YOUR ORDER NO.: 1404

FOB: TRUCK - PIER 3, ASTORIA,

SHIPPED TO: [PORT OF ASTORIA
NEW CONSTRUCTION PIER 3
ASTORIA, OREGON

CAR INITIALS & NO: OREGON

TERMS: NET THIRTY DAYS

ROUTED VIA TRUCK

DOUGLAS FIR LUMBER - TREATED AS SHOWN BELOW, CONSTRUCTION GRADE

<u>QUANTITY AND DESCRIPTION</u>	<u>BOARD FEET</u>	<u>PRICE PER M BD. FT.</u>	<u>TOTAL PRICE</u>
<u>0.35 Tanalith treated</u>			
4 x 12 - S1S2E - (90/24) ✓	8,640'	\$136.00 ✓	\$1,175.04
<u>Treated 8# 50/50</u>			
6 x 14 - S2E - (38/22) ✓	5,852'	147.00 ✓	860.24
	14,492'		\$2,035.28

FREIGHT PREPAID

AD/mih



Interest of 6% will be charged on all overdue accounts.



AMERICAN TIMBER & TRADING CO., INC.

Portland, Oregon, U.S.A.
P.O. Box 3409 97208
222-3601 (Area code 503)
Cables: TIMCO

INVOICE NO.: 11148

DATE: MAY 13, 1967

SOLD TO: PORT OF ASTORIA
ASTORIA, OREGON

OUR ORDER NO.: 9391-W &
SUPPLEMENT #1
YOUR ORDER NO.: 1404

SHIPPED TO: PORT OF ASTORIA
NEW CONSTRUCTION PIER 3
ASTORIA, OREGON

FOB: TRUCK - PIER 3, ASTORIA,
OREGON
CAR INITIALS & NO:

TERMS: NET THIRTY DAYS

ROUTED VIA TRUCK

DOUGLAS FIR LUMBER - SALTS TREATED 0.35 TANALITH

<u>QUANTITY AND DESCRIPTION</u>	<u>BOARD FEET</u>	<u>PRICE PER M BD. FT.</u>	<u>TOTAL PRICE</u>
4 x 4 - S4S - 17/31	703'	\$136.00	\$ 95.61
4 x 12 - S1S2E - 10/24	960'	136.00	130.56
4 x 12 - S1S2E - 41/28	4,592'	137.50	631.40
	6,255'		\$857.57

FREIGHT PREPAID

AD/mih



INVOICE NO.: 11178

DATE: MAY 16, 1967

OUR ORDER NO.: 9391-W

YOUR ORDER NO.: 1404

FOB: TRUCK - PIER 3, ASTORIA,
OREGON

CAR INITIALS & NO:

TERMS: NET THIRTY DAYS

ROUTED VIA TRUCK

TREATED DOUGLAS FIR LUMBER PER ORDER

<u>QUANTITY AND DESCRIPTION</u>	<u>BOARD FEET</u>	<u>PRICE PER M BD. FT.</u>	<u>TOTAL PRICE</u>
<u>Treated 10# 50/50</u>			
3 x 10 - Rgh - 56/24 41/26	6,025'	\$144.00	\$ 867.60
<u>Treated 8# 50/50</u>			
14 x 14 - S2E - 1/18 6/24	2,646'	146.00	386.32
12 x 14 - S2E - 28/12	4,704'	145.00	682.08
	13,375'		\$1,936.00

FREIGHT PREPAID

AD/mih



PORT OF ASTORIA

P. O. BOX 569
ASTORIA, OREGON 97103
U. S. A.

ASTORIA BRANCH
FIRST NATIONAL BANK
ASTORIA, OREGON

96-11
1232

242

May 31, 1967

PAY

PORT OF ASTORIA 6799 AND 01 CTS

\$ 6,799.01

PORT IMPROVEMENT FUND

TO
THE
ORDER
OF

- Palmberg Construction Co.
P. O. Box 991
Astoria 97103

COPY—NON-NEGOTIABLE

DETACH BEFORE DEPOSITING

DATE	DESCRIPTION	ACCOUNT NO.	AMOUNT
5/15/67	Materials furnished		4,506.05 ✓
5/15/67	Engineering fee		214.57 ✓
5/23/67	Materials furnished		1,983.92 ✓
5/23/67	Engineering fee		<u>94.47</u> ✓
			6,799.01 ✓

PORT OF ASTORIA
ASTORIA, OREGON 97103



PALMBERG CONSTRUCTION CO.

ENGINEERS AND CONSTRUCTORS

DREDGING GENERAL PILEDIVING

P. O. BOX 991

ASTORIA, OREGON, 97103

PHONE 325-1831

May 15, 1967

To: Port of Astoria,
Astoria, Oregon, 97103

For: Materials furnished by ourselves in conjunction with R. C.
Larson Co. for rehabilitation of Pier III, including apron
and substructure:

Niedermeyer-Martin Co. 5/9/67, Invoice No. 40296-E	\$2,015.04
5/4/67 Invoice No. 40264-E	2,105.16
Alfred Puusti & Company 4/7/67	<u>171.28</u>
	4,291.48
Overhead and Profit @ 5%	<u>214.57</u>

Total Due

\$4,506.05





INVOICE

Niedermeyer-Martin Co.

Since 1920

1727 N.E. ELEVENTH AVENUE, PORTLAND, OREGON 97212 • PHONE 503/287-2411 • TWX P.D. 503/255-0181 • CABLE NIEDCO

SOLD TO

**Palmberg Construction Co.,
P.O. Box 991,
Astoria, Oregon.**

INVOICE NO. **40296-E**

SHIP TO (SAME AS SOLD TO UNLESS NOTED)

**Palmberg Construction Co.,
Astoria Port Dock, Pier #3,
Astoria, Oregon.**

Remittances must be made in funds bankable at par in Portland. If remittance is made in local checks, exchange will be charged to your account. Drafts on New York, Chicago or San Francisco will be accepted at par. Interest at 6% after maturity. All claims must be made within five days from receipt of shipment, and accompanied by original receipted freight bill. If claim be made account of grade, stock must be held intact until claim has been satisfactorily adjusted. Shortage claims must be supported by affidavit, showing complete piece tally of car as unloaded, also copy of notification of shortage to Railroad Agent and car seal record. Damage claims must be accompanied by written statement of Railroad Agent.

OUR ORDER NO. 18138-E	YOUR ORDER NO. 203	TERMS OF PAYMENT See Below.	DATE 5/9/67
SOLD F.O.B. Truck - Astoria, Oregon.		ROUTE VIA Truck	CAR NO. Truck

LOT I - UNTREATED DOUGLAS FIR LUMBER

<u>Quantity and Description</u>		<u>Board Feet</u>	<u>Price Per M Bd. Ft.</u>	<u>Total Price</u>
1. 6 x 14 - 1/6 12/20 5/24	S2S	2,562'	\$109.50	\$ 280.54

LOT II - PRESSURE TREATED DOUGLAS FIR LUMBER

4. 14 x 14 - 1/12 8/30	S2E	4,116'	147.50	607.11
------------------------	-----	--------	--------	--------

LOT IV - PRESSURE TREATED DOUGLAS FIR LUMBER

1. 4 x 12 - 1/24 68/28	S1S2E	7,712'	147.50	1,137.52
		14,390'		\$2,025.17

Total No. Pcs. 68.

disc. 10.13
2015.04

gt

INVOICE



INVOICE

Niedermeyer-Martin Co.

Since 1920

1727 N.E. ELEVENTH AVENUE, PORTLAND, OREGON 97212 • PHONE 503/287-2411 • TWX P.D. 503/255-0181 • CABLE NIEDO

SOLD TO

INVOICE NO. **40264-E**

**Palmberg Construction Co.,
P. O. Box 991,
Astoria, Oregon. 97103.**

SHIP TO (SAME AS SOLD TO UNLESS NOTED)

**Palmberg Construction Co.,
Pier No. 3, Port Dock,
Astoria, Oregon.**

Remittances must be made in funds bankable at par in Portland. If remittance is made in local checks, exchange will be charged to your account. Drafts on New York, Chicago or San Francisco will be accepted at par. Interest at 6% after maturity. All claims must be made within five days from receipt of shipment, and accompanied by original receipted freight bill. If claim be made account of grade, stock must be held intact until claim has been satisfactorily adjusted. Shortage claims must be supported by affidavit, showing complete piece tally of car as unloaded, also copy of notification of shortage to Railroad Agent and car seal record. Damage claims must be accompanied by written statement of Railroad Agent.

OUR ORDER NO.

18138-E

YOUR ORDER NO.

203

TERMS OF PAYMENT

See Below

DATE

5/4/67

SOLD F.O.B.

Truck - Astoria, Oregon.

ROUTE VIA

Truck

CAR NO.

Truck.

TREATED DOUGLAS FIR LUMBER

<u>Quantity and Description</u>		<u>Board Feet</u>	<u>Price Per M Bd. Ft.</u>	<u>Total Price</u>
<u>LOT II</u>				
6 x 14 - 20/22	S2E	11,264'		
<u>LOT IV</u>				
4 x 12 - 10/24 92/28	S1S2E	3,080'		
		14,344'	\$147.50	\$2,115.74

FREIGHT PREPAID.

disc, 10.58
2105.16

NOTE:

Truck Delivery Ticket on 4x12 was incorrect.

As Shown on truck ticket: 4x12 - 9/24 21/26 71/28 101 Pcs.

As Actually Shipped: 4x12 - 9/24 1/26 92/28 102 Pcs.

TERMS OF PAYMENT - 1/2 of 1% Payable within 15 days from date of each delivery.

INVOICE

ALFRED PUUSTI & COMPANY

Hardware

BUILDERS, MARINE AND HOUSEHOLD HARDWARE

210 W. MARINE DRIVE

325-1821

ASTORIA, OREGON

April 7, 1967

SOLD TO

• Palmberg Construction Co.
• City

cfw

TERMS: 30 DAYS
Interest charged on all past due accounts.

Preserve this statement, as duplicates are not rendered.
Examine and report all errors.

DATE	DESCRIPTION	PRICE	TOTAL	DISC.	NET	CR.
	BALANCE					
	<u>15082 - W. T. Hoffman</u>					
	140 only 3/4 x 34 galv. mach. bolts W/3" thread	122.34			171 28	
	<i>Settled: 3/28/67.</i>					

PALMBERG CONSTRUCTION CO.

ENGINEERS AND CONSTRUCTORS

DREDGING 4 GENERAL 4 PILEDIVING

P. O. BOX 991

ASTORIA, OREGON. 97103

PHONE 325-1831

May 15, 1967

To: Port of Astoria
Astoria, Oregon 97103

For: Engineering Fee @ 5% for materials purchased by ourselves per invoices submitted May 15, 1967. Engineering fee for Port of Astoria, Duoos, Mittet, or other agencies material purchases for rehabilitation of Pier III, including apron and substructures per our report, plans, etc., to be billed at later date.

Engineering fee @ 5% of \$4,291.48

\$214.57



PALMBERG CONSTRUCTION CO.

ENGINEERS AND CONSTRUCTORS

DREDGING • GENERAL • PILEDIVING

P. O. BOX 991

ASTORIA, OREGON, 97103

PHONE 325-1831

May 23, 1967

To: Port of Astoria
Astoria, Oregon 97103

For: Materials furnished by ourselves in conjunction with R. C.
Larson Co. for rehabilitation of Pier III, including apron
and substructure:

Niedermeyer-Martin Co. 5/18/67, Invoice No. 40344-E \$1,889.45

Overhead and Profit @ 5%

94.47
Total Due \$1,983.92



Niedermeyer-Martin Co.

Since 1920

1727 N.E. ELEVENTH AVENUE, PORTLAND, OREGON 97212 • PHONE 503 287-2411 • TWX P.D. 503/255-0181 • CABLE NIEDCO

SOLD TO

INVOICE NO. **40344-E**

SHIP TO (SAME AS SOLD TO UNLESS NOTED)

**Palmberg Construction Co.,
P. O. Box 991,
Astoria, Oregon 97103.**

**Palmberg Construction Co.,
Pier No. 3, Port Dock,
Astoria, Oregon.**

Remittances must be made in funds bankable at par in Portland. If remittance is made in local checks, exchange will be charged to your account. Drafts on New York, Chicago or San Francisco will be accepted at par. Interest at 6% after maturity. All claims must be made within five days from receipt of shipment, and accompanied by original receipted freight bill. If claim be made account of grade, stock must be held intact until claim has been satisfactorily adjusted. Shortage claims must be supported by affidavit, showing complete piece tally of car as unloaded, also copy of notification of shortage to Railroad Agent and car seal record. Damage claims must be accompanied by written statement of Railroad Agent.

OUR ORDER NO.

YOUR ORDER NO.

TERMS OF PAYMENT

DATE

18138-E

203

See Below.

5/18/67.

SOLD F.O.B.

ROUTE VIA

CAR NO.

Truck - Astoria, Oregon.

Truck

Truck

LOT I - UNTREATED DOUGLAS FIR LUMBER

<u>Quantity and Description</u>		<u>Board Feet</u>	<u>Price Per M Bd. Ft.</u>	<u>Total Price</u>
1. 6 x 14 - 3/30	S2S	630'	\$109.50	\$ 68.99

LOT III - TREATED DOUGLAS FIR LUMBER

1. 3 x 10 - 83/24 3/26	RGH	5,175'	152.50	789.19
------------------------	-----	--------	--------	--------

LOT IV - TREATED DOUGLAS FIR LUMBER

1. 4 x 12 - 63/28	S1S2E	7,056'	147.50	<u>1,040.76</u>
		12,861'		\$1,898.94

Total No. Pcs. 152.

1590

9.49
1889.45

TERMS OF PAYMENT: 1/2 of 1% payable within 15 days from date of each delivery.

gt

CUSTOMER COPY

INVOICE

PALMBERG CONSTRUCTION CO.

ENGINEERS AND CONSTRUCTORS

DREDGING • GENERAL • PILEDIVING

P. O. BOX 991

ASTORIA, OREGON. 97103

PHONE 325-1831

May 23, 1967

To: Port of Astoria
Astoria, Oregon 97103

For: Engineering Fee @ 5% for materials purchased by ourselves
per invoice submitted May 23, 1967. Engineering fee for
Port of Astoria, Duos, Mittet, or other agencies material
purchases for rehabilitation of Pier III, including apron
and substructures per our report, plans, etc., to be billed
at later date.

Engineering Fee @ 5% of \$1,889.45

\$ 94.47



PORT OF ASTORIA

P. O. BOX 569
ASTORIA, OREGON 97103
U. S. A.

ASTORIA BRANCH
FIRST NATIONAL BANK
ASTORIA, OREGON

96-11
1232

240

May 31, 1967

PAY

PORT OF ASTORIA \$14,800.20

\$ 14,800.20

PORT IMPROVEMENT FUND

TO
THE
ORDER
OF

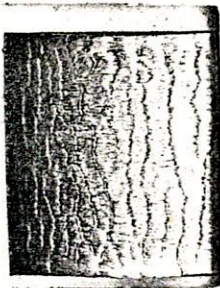
- Duocs & Son
P. O. Box 235
Astoria 97103

COPY—NON-NEGOTIABLE

DETACH BEFORE DEPOSITING

DATE	DESCRIPTION	ACCOUNT NO.	AMOUNT
Reconstruction Pier III:			
Material and equipment			
	May 1 - 5, 1967		2,614.03✓
	May 8 - 12, 1967		3,127.02✓
	May 15 - 19, 1967		3,182.02✓
	May 22 - 26, 1967		3,052.08✓
	May 29 - June 2, 1967		<u>2,825.05✓</u>
			14,800.20✓

PORT OF ASTORIA
ASTORIA, OREGON 97103



DUOOS & SON
CONTRACTOR

P. O. BOX 235, ASTORIA, OREGON 97103

June 5, 1967

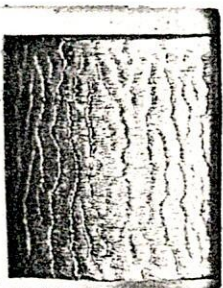
To: Port of Astoria
Astoria, Oregon 97103

For: Labor, material and equipment furnished for reconstruction
Pier III, May 1-5, 1967.

Labor: per attd. sheet	\$ 1,958.76
Payroll taxes @15.25	298.71
H & W. for piledriverman (332 hrs. @31)	102.92
H & W. for opr. eng. (40 hrs. @.40)	16.00
Overhead & Profit @10%	237.64
Material: none	
Rentals: none	
	<u>\$ 2,614.03</u>

PERIOD May 1-5JOB Reconstruction Pier III

	EMPLOYEE NAME	CLOCK NO.	SOCIAL SECURITY NO.	OCCUPATION	DAYS / WEEK HOURS							TOTAL HOURS	RATE PER HOUR	AMOUNT
					S	M	T	W	T	F	S			
	W. T. Hoffman			Foreman		8	8	8	8	8		40	5.88	235.20
	Russell Urell			"		8	8	8	8	8		40	5.63	225.20
	Henry Anderson			Op. Eng.		8	8	8	8	8		40	5.14	205.60
	Robert Hanberg			Piledriverman		8	8	8	8	8		40	5.13	205.20
	Don Huckleberry			"		8	8	8	8	8		40	5.13	205.20
	Don Johnsen			"		8	8	8	8	8		40	5.13	205.20
	Donald McKenney			"		8	8	8	8	x		32	5.13	164.16
	Ralph Peitsch			"										nene
	Robert Smith			"		8	8	8	8	8		40	5.13	205.20
	John Thompson			"		8	8	8	8	8		40	5.13	205.20
	John Yuill			"		8	8	4	x	x		20	5.13	102.60
														\$ 1,958.76



DUOOS & SON
CONTRACTOR

P. O. BOX 235, ASTORIA, OREGON 97103

June 5, 1967

To: Port of Astoria
Astoria, Oregon 97103

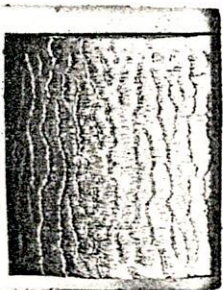
For: Labor, material and equipment furnished for reconstruction
Pier III, May 8-12, 1967.

Labor: per attd. sheet	\$ 2,307.60
Payroll taxes @15.25	351.91
H & W for piledriverman (400 hrs. @.31)	124.00
H & W for operating eng. (40 hrs. @.40)	16.00
Overhead & Profit @10%	279.51
Material: none	
Rentals: per attd. inv.	48.00
	\$ 3,127.02

Handwritten: 3127.02

PERIOD May 8-12JOB Reconstruction Pier III

	EMPLOYEE NAME	CLOCK NO.	SOCIAL SECURITY NO.	OCCUPATION	DAYS / WEEK HOURS							TOTAL HOURS	RATE PER HOUR	AMOUNT
					S	M	T	W	T	F	S			
	W. T. Hoffman			Foreman		8	8	8	8	8		40	5.88	235.20
	Russell Urell			"		8	8	8	8	8		40	5.63	225.20
	Henry Anderson			Op Eng.		8	8	8	8	8		40	5.14	205.60
	Robert Hanberg			Piledriverman		8	8	8	8	8		40	5.13	205.20
	Donald Huckleberry			"		8	8	8	8	8		40	5.13	205.20
	Don Johnson			"		8	8	8	8	8		40	5.13	205.20
	Donald Mc ^{AN} enney			"		8	8	8	8	8		40	5.13	205.20
	Ralph Peitsch			"		8	8	8	8	8		40	5.13	205.20
	Robert Smith			"		8	8	8	8	8		40	5.13	205.20
	Jehn Thompson			"		8	8	8	8	8		40	5.13	205.20
	John Yuill			"		8	8	8	8	8		40	5.13	205.20
														\$ 2,307.6



No. P 42875

SOLD TO

- Duoos & Son
- PO Box 235
- Astoria, Oregon

SHIPPED TO

- Same

NO GOODS RETURNED WITHOUT OUR CONSENT.
ITEMS NOT EXTENDED WILL BE SHIPPED LATER.

TERMS NET CASH — ALL BILLS DUE AND PAYABLE 10TH
OF MONTH FOLLOWING DATE OF SHIPMENT.

FOLD HERE YOUR ORDER NO.		INVOICE DATE	DATE SHIPPED	SHIPPED FROM	SHIPPED VIA:	FOLD HERE SALESMAN	
		5-31-67	3-24-67	Portland, Oregon	Nehalem Valley	rental-384	
BACK/ORDER	ORDERED	SHIPPED	DESCRIPTION			UNIT PRICE	TOTAL AMOUNT
	1	1	Model 85423 G.D. Nail driver s/n 871				48.00
			Charge rental 4-27-67 to 5-27-67 - 1 month				
			rental				

No. P 42875

DUOOS & SON
CONTRACTOR

P. O. BOX 235, ASTORIA, OREGON 97103

June 5, 1967

To: Port of Astoria
Astoria, Oregon

For: Labor, material and equipment furnished for reconstruction
Pier III, May 15-19, 1967.

Labor: per attd. inv.	\$	2,307.60
Payroll taxes @15.25		351.91
H & W for piledriverman (400 hrs. @.31)		124.00
H & W for operating eng.(40 hrs. @.40)		16.00
Overhead and profit @10%		279.51
Material: none		
Rentals per attd. inv.		103.00
	\$	<u>3,182.02</u>

PERIOD May 15-19

JOB Reconstruction Pier III

[illegible]

Telephone:
Area Code 503-
232-0151 - Portland
345-4334 - Eugene



240 S. E. CLAY STREET • PORTLAND, OREGON 97214

No. P 42751

SOLD TO

- Duoos & Son
- PO Box 235
- Astoria, Oregon

SHIPPED TO

- Duoos & Son

NO GOODS RETURNED WITHOUT OUR CONSENT.
ITEMS NOT EXTENDED WILL BE SHIPPED LATER.

TERMS NET CASH — ALL BILLS DUE AND PAYABLE 10TH
OF MONTH FOLLOWING DATE OF SHIPMENT.

YOUR ORDER NO.		INVOICE DATE	DATE SHIPPED	SHIPPED FROM	SHIPPED VIA:	SALESMAN	
		5-4-67	3-3-67	Portland, Oregon	Nehalem Valley	rental-33	
BACK/ORDER	ORDERED	SHIPPED	DESCRIPTION			UNIT PRICE	TOTAL AMOUNT
	1	1	Model 22JW Air drill - R 3000				48.00
	1	1	Model 22JW Air drill - R 4029				48.00
	2	2	1/2" Whip hoses w/Dixon couplings				7.00
							103.00
Charge rental 4-6-67 to 5-6-67 - 1 month							
rental							

No. P 42751

DUOOS & SON
CONTRACTOR

P. O. BOX 235, ASTORIA, OREGON 97103

June 5, 1967

Handwritten initials: RSW

To: Port of Astoria
Astoria, Oregon 97103

For: Labor, material and equipment for reconstruction
Pier III, May 22-26, 1967

Labor: per attd. sheet	\$ 2,287.08
Payroll taxes @15.25	348.78
H & W for piledriverman (396 hrs. @.31)	122.76
H & W for operating eng. (40 hrs. @40)	16.00
Overhead & Profit @10%	277.46
Material: none	
Rentals: none	
	\$ 3,052.08

DUOOS & SON
CONTRACTOR

P. O. BOX 235, ASTORIA, OREGON 97103

June 5, 1967

To: Port of Astoria
Astoria, Oregon 97103

For: Labor, material and equipment furnished for reconstruction
Pier III, May 29- June 2, 1967

Labor: per attd. sheet	\$ 1,764.00
Payroll taxes @15.25	269.01
H & W for piledriverman (304 hrs. @.31)	94.24
H & W for operating eng. (32 hrs. @.40)	12.80
Overhead & Profit @10%	214.00
Material: none	
Rentals: per attd. inv	\$ 471.00
	<u>2,825.05</u>

Telephone:
Area Code 503-
232-0151 - Portland
345-4334 - Eugene



240 S. E. CLAY STREET • PORTLAND, OREGON 97214

No. P 42798

SOLD TO

- Ducoos & Son
- P. O. Box 235
- Astoria, Oregon

SHIPPED TO

- Same

NO GOODS RETURNED WITHOUT OUR CONSENT.
ITEMS NOT EXTENDED WILL BE SHIPPED LATER.

TERMS NET CASH - ALL BILLS DUE AND PAYABLE 10TH
OF MONTH FOLLOWING DATE OF SHIPMENT.

FOLD HERE YOUR ORDER NO.		INVOICE DATE 5/11/ 67	DATE SHIPPED 3/3/67	SHIPPED FROM Portland, Oregon	SHIPPED VIA: Nehalem Valley Trk.	FOLD HERE SALESMAN RENTAL 33	
BACK/ORDER	ORDERED	SHIPPED	DESCRIPTION			UNIT PRICE	TOTAL AMOUNT
	1	1	Model 22-JW Ingersoll-Rand Drill, Serial No. 333421, Renta 1 #R-3000				320.00
	1	1	Model 22-JW Ingersoll-Rand Drill, Serial No. 342642, Rental #R-4029				330.00
	2	2	1/2" Whip Hoses W/Dixon Couplings			13.50	<u>27.00</u>
							677.00
			Less: Rentals billed 3/6 to 5/6/67 - 2 Mos. @ \$103.00 each or a total of \$206.00 (100% To Apply Toward Purchase Price)				<u>206.00</u>
			Balance				<u>\$471.00</u>
			Final Billing - Sold				-
			RENTAL SALE				

No. P 42798

PORT OF ASTORIA

P. O. BOX 569
ASTORIA, OREGON 97103
U. S. A.

ASTORIA BRANCH
FIRST NATIONAL BANK
ASTORIA, OREGON

96-11
1232 ✓

247

June 30, 1967

PAY

PORT-ASTORIA 5129 400 21 CTS

\$ 5,129.21

PORT IMPROVEMENT FUND

• American Timber & Trading Co., Inc.
P.O. Box 3409
Portland, Oregon 97208

Howard Johnson
Edward C. Bismarck

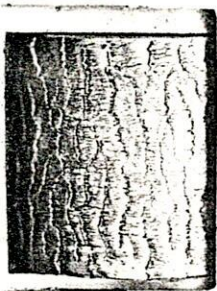
COPY—NON-NEGOTIABLE

TO
THE
ORDER
OF

DETACH BEFORE DEPOSITING

DATE	DESCRIPTION	ACCOUNT NO.	AMOUNT
6/8/67	11316	5303	1,697.16✓
6/14/67	11388		1,293.50✓
6/23/67	11449		2,138.55✓
			5,129.21✓

PORT OF ASTORIA
ASTORIA, OREGON 97103





AMERICAN TIMBER & TRADING CO., INC.

Portland, Oregon, U.S.A.
P.O. Box 3409 97208
222-3601 (Area code 503)
Cables: TIMCO

INVOICE NO.: 11316

DATE: JUNE 8, 1967

SOLD TO:

PORT OF ASTORIA
P.O. BOX 569
ASTORIA, OREGON 97103

OUR ORDER NO.: 9391-W

YOUR ORDER NO.: 1404

FOB: TRUCK - PIER 3, ASTORIA, OREGON

SHIPPED TO:

PORT OF ASTORIA
NEW CONSTRUCTION PIER 3
ASTORIA, OREGON

CAR INITIALS & NO:

TERMS: NET THIRTY DAYS

ROUTED VIA

TRUCKS

TREATED DOUGLAS FIR LUMBER PER ORDER

ORDER NO.	QUANTITY AND DESCRIPTION	BOARD FEET	PRICE PER M BD. FT.	TOTAL PRICE
1404	<u>Untreated</u>			
	6 x 14 - 1/6 3/10 1/12 1/14 S2S	434'	\$102.00	\$ 44.27
	<u>Treated 8# 50/50</u>			
	12 x 14 - 5/20 2/24 1/28 Rgh	2,464'	142.50	351.12
1415	<u>Tanalith Treated</u>			
	4 x 12 - 26/28 S1S2E	2,912'	137.50	400.40
1435	<u>Untreated</u>			
	4 x 10 - 100/26 Rgh	8,667'	104.00	901.37
		14,477'		\$1,697.16

FREIGHT PREPAID

AD/mih



Interest of 6% will be charged on all overdue accounts.



AMERICAN TIMBER & TRADING CO., INC.

Portland, Oregon, U.S.A.
P.O. Box 3409 97208
222-3601 (Area code 503)
Cables: TIMCO



INVOICE NO.: 11388

DATE: JUNE 14, 1967

SOLD TO:

PORT OF ASTORIA
P.O. BOX 569
ASTORIA, OREGON 97103

OUR ORDER NO.: 9570-W

YOUR ORDER NO.: 1340

FOB: TRUCK - ASTORIA, OREGON

SHIPPED TO:

PORT OF ASTORIA
PIER #3 NEW CONSTRUCTION
ASTORIA, OREGON

CAR INITIALS & NO:

TERMS: NET THIRTY DAYS

ROUTED VIA

TRUCK

UNTREATED DOUGLAS FIR LUMBER, CONSTRUCTION GRADE OR BETTER

<u>QUANTITY AND DESCRIPTION</u>	<u>BOARD FEET</u>	<u>PRICE PER M BD. FT.</u>	<u>TOTAL PRICE</u>
4 x 10 - 150/26	13,000'	\$99.50	\$1,293.50

FREIGHT PREPAID

AD/mih

Interest of 6% will be charged on all overdue accounts.



AMERICAN TIMBER & TRADING CO., INC.

Portland, Oregon, U.S.A.
P.O. Box 3409 97208
222-3601 (Area code 503)
Cables: TIMCO

INVOICE NO.: 11449

DATE: JUNE 23, 1967

SOLD TO:

PORT OF ASTORIA
P.O. BOX 569
ASTORIA, OREGON 97103

OUR ORDER NO.: 9570-W

YOUR ORDER NO.: 1340

FOB: TRUCK - Astoria, Oregon

CAR INITIALS & NO:

TERMS: NET THIRTY DAYS

SHIPPED TO:

PORT OF ASTORIA
PIER #3 NEW CONSTRUCTION
ASTORIA, OREGON

ROUTED VIA TRUCK

UNTREATED DOUGLAS FIR LUMBER, CONSTRUCTION GRADE OR BETTER

<u>QUANTITY AND DESCRIPTION</u>	<u>BOARD FEET</u>	<u>PRICE PER M BD. FT.</u>	<u>TOTAL PRICE</u>
248 Pcs. 4 x 10 - 26' Rgh ³³³	21,493'	\$99.50	\$2,138.55

FREIGHT PREPAID



AD/mih

Interest of 6% will be charged on all overdue accounts.

PORT OF ASTORIA

P.O. BOX 569
ASTORIA, OREGON 97103
U.S.A.

ASTORIA BRANCH
FIRST NATIONAL BANK
ASTORIA, OREGON

96-11
1232

249

June 30, 1967

PAY

PORT-ASTORIA \$1,366.80

\$1,366.80

PORT IMPROVEMENT FUND

- Cascade Pole Company
P.O. Box 1622
Tacoma, Washington 98401

Harold R. Johnson
TREASURER
Albert C. Bissmeyer
CLERK

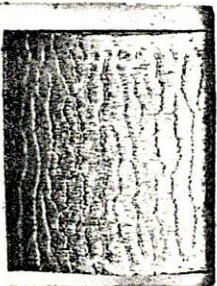
COPY—NON-NEGOTIABLE

TO
THE
ORDER
OF

DETACH BEFORE DEPOSITING

DATE	DESCRIPTION	ACCOUNT NO.	AMOUNT
6/15/67 1067	1,424.21 less sales tax 57.41	5303	1,366.80

PORT OF ASTORIA
ASTORIA, OREGON 97103



Western Red Cedar
and Douglas Fir
POLES - POSTS - PILING

CASCADE POLE COMPANY

SALES OFFICE, TREATING PLANT AND YARD
P. O. BOX 1622 PORT OF TACOMA ROAD
TACOMA, WASHINGTON 98401

SHIPMENTS
BY RAIL, WATER
AND TRUCK

INVOICE NO. T 1380
1067

DATE 6/15/67

SOLD TO Port of Astoria
Astoria, Oregon



SHIP TO Same
Astoria, Oregon
F. O. B. Car, Astoria, Oregon
ROUTE NP-SP&S

TERMS: NET 30 DAYS

YOUR ORDER NO.
1206

DATE SHIPPED
6/15/67

CAR NUMBERS
NP 59101

SHIPPED FROM
Tacoma, Wash.

Less Sales Tax

PRESSURE TREATED DOUGLAS FIR POSTS
10" MINIMUM TOP

56 Pieces 8' 448 Lin. Ft.

116 Pieces 10' 1,160 Lin. Ft.
172 Pieces 1,608 Lin. Ft. @ 85¢/ft.

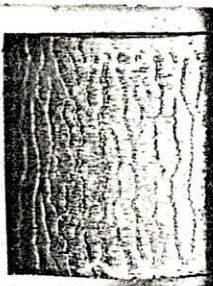
\$1,366.80

Plus Sales Tax

57.41
\$1,424.21

PR 3 NEW COVER.
~~5303~~
5303

SPECIAL NOTICE: CLAIMS FOR ERRORS or SHORTAGES must be made at once or they will not be allowed at time of settlement. When shortages occur notation must be made on Freight E. B. by R. R. Agent at destination. Original Freight Bill must be mailed to us for credit.



PORT OF ASTORIA

P.O. BOX 569
ASTORIA, OREGON 97103
U.S.A.

ASTORIA BRANCH
FIRST NATIONAL BANK
ASTORIA, OREGON

96-11
1232

252

June 30, 1967

PAY

PORT OF ASTORIA \$1,746.93

\$1,746.93

PORT IMPROVEMENT FUND

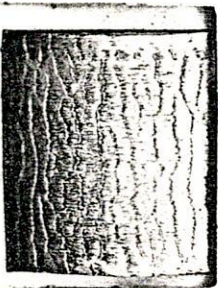
• Fisher Bros. Company
P.O. Box 360
Astoria, Oregon 97103

Harold Johnson
Robert C. Bieman
COPY—NON-NEGOTIABLE

DETACH BEFORE DEPOSITING

DATE	DESCRIPTION	ACCOUNT NO.	AMOUNT
Part of June Statement		5303	1,746.93

PORT OF ASTORIA
ASTORIA, OREGON 97103





FISHER BROS. COMPANY

HARDWARE INDUSTRIAL SUPPLIES Astoria, Oregon 97103

P.O. BOX 360

ESTABLISHED 1872

SOLD TO

Port of Astoria
P. O. Box 569
Astoria, OR 97103



1%

10TH Prox.

TERMS

71400 - 5/19/67-1339

OUR NO.

DATE

CUSTOMER NO.

BACK ORDERED	QUAN. ORDERED	ITEM	QUAN. SHIPPED	LIST	AMOUNT
	360 pc	3/4 x 26 Galv Sq. B & Nuts 4" thd	369	80.17/C pc	295.83
	720 pc	3/4 x 28 ditto	733	85.15/C pc	624.15
	360 pc	3/4 x 30 ditto	372	90.04/C pc	334.95
	1440 pc	3/4 Galv. Malleable washers	1452	25.00/C pc	363.00
		PR 3 NEW CONSTRUCTION.			1617.93
		6257-00			

INVOICE

©



FISHER BROS. COMPANY

HARDWARE INDUSTRIAL SUPPLIES Astoria, Oregon 97103

P.O. BOX 360

FISHER BROS. COMPANY

ESTABLISHED 1872

SOLD TO

1% 10TH PROX.

TERMS

Port of Astoria
Pier 1, Port Docks
Astoria, OR 97103

80262 - 6/27/67-1175

OUR NO. DATE CUSTOMER NO.

BACK ORDERED	QUAN. ORDERED	ITEM	QUAN. SHIPPED	LIST		AMOUNT
	36	5/8 Cable clamps PR 3 NEW WORK	36	.83	10%	26.89



INVOICE

©.



FISHER BROS. COMPANY

HARDWARE INDUSTRIAL SUPPLIES Astoria, Oregon 97103

P.O. BOX 360

FISHER BROS. COMPANY

ESTABLISHED 1872

SOLD TO

Port of Astoria



1%

10TH PROX.

TERMS

79428 - 6/12/67-1260

OUR NO.

DATE

CUSTOMER NO.

BACK ORDERED	QUAN. ORDERED	ITEM	QUAN. SHIPPED	LIST		AMOUNT
	200 ft	3/4 6 x 25 IWRC	200	.478	10%	86.04
0	36	3/4 Crosby clips	31	1.09	15%	<u>28.72</u>
						114.76

Over 3 new work

INVOICE

©



FISHER BROS. COMPANY

HARDWARE INDUSTRIAL SUPPLIES Astoria, Oregon 97103

P.O. BOX 360

ESTABLISHED 1872



SOLD TO

Port of Astoria
P.O. Box 569
Astoria, OR 97103

1%

10TH PROX.

TERMS

78581 - 6/12/67-1261

OUR NO.

DATE

CUSTOMER NO.

BACK ORDERED	QUAN. ORDERED	ITEM	QUAN. SHIPPED	LIST	AMOUNT
	1	68F Solvo rust <i>PR 3 New work</i>	1	8.50	5.00

INVOICE

®

PURCHASE ORDER

PORT OF ASTORIA

PHONE 325-4521

Astoria, Oregon

N^o 1175To Fisher BrosJune 27 1967MARK THIS
ORDER NUMBER
ON ALL PACKAGES
PACKING LISTS
BILL OF LADING AND
INVOICE

Deliver to Port of Astoria, f.o.b. _____

We Do Not Pay Cartage or Packing

Ship Via _____

QUANTITY

DESCRIPTION

COST

36 $5\frac{1}{8}$ Gal Wire Clamps

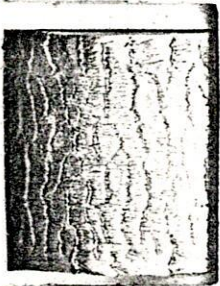
80262

H. OlsonTo be used for Pier 3 New work Acc't. No. _____

Reqd. by _____

Req. No. _____

MATERIAL O. K.

Notify _____
of arrival

PURCHASE ORDER PORT OF ASTORIA

PHONE 325-4521

Astoria, Oregon,

May 19

19 67

Nº 1339

MARK THIS
ORDER NUMBER
ON ALL PACKAGES
PACKING LISTS
BILL OF LADING AND
INVOICE

To FISHER BROS HARDWARE CO.

Deliver to Port of Astoria, f.o.b.

We Do Not Pay Cartage or Packing

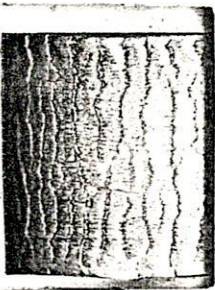
Ship Via

QUANTITY	DESCRIPTION	COST	
360	pcs 3/4" x 26" Galv Machine Bolts 4" Threads	80	17 per C
720	pcs 3/4" x 28" Galv Machine Bolts	85	15 per c
360	pcs 3/4" x 30" Galv Machine Bolts	90	04
1440	4" Threads pcs 3/4" Galv Malleable Washers	25	00 per C
PIER #3 NEW CONSTRUCTION			

To be used for..... Acc't. No..... Reqd. by..... Reg. No.....

MATERIAL O. K.

Notify.....
of arrival



PURCHASE ORDER

PORT OF ASTORIA

PHONE 325-4521

Astoria, Oregon,

June 12 1967

N^o 1261

MARK THIS
ORDER NUMBER
ON ALL PACKAGES
PACKING LISTS
BILL OF LADING AND
INVOICE

To Fisher Bros

Deliver to Port of Astoria, f.o.b. _____

We Do Not Pay Cartage or Packing

Ship Via _____

QUANTITY	DESCRIPTION	COST
1	16" x 72" Floor Plate	78550. 77525
1	Gal Solvo Rust	78581

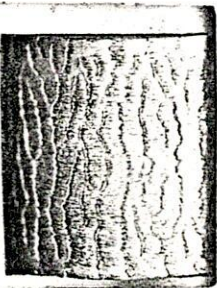
West Mooring basin Ramp

To be used for Pier 3 New work No. _____

Reqd. by _____

Req. No. _____

MATERIAL O. K.

Notify _____
of arrival

PURCHASE ORDER

PORT OF ASTORIA

PHONE 325-4521

Astoria, Oregon,

June 12 1967N^o 1260To Fisher Bros

Deliver to Port of Astoria, f.o.b. _____

We Do Not Pay Cartage or Packing

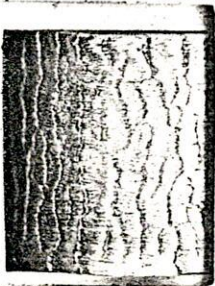
Ship Via _____

MARK THIS
ORDER NUMBER
ON ALL PACKAGES
PACKING LISTS
BILL OF LADING AND
INVOICE

QUANTITY	DESCRIPTION	COST	
200'	3/4 X 6-25 Cable		
36	3/4 Cable Clamps		
			

To be used for Pier 3 New work Acc't. No. _____ Reqnd. by _____ Req. No. _____

MATERIAL O. K.

Notify _____
of arrival _____



FISHER BROS. COMPANY

HARDWARE INDUSTRIAL SUPPLIES Astoria, Oregon 97103

P.O. BOX 360

FISHER BROS. COMPANY

ESTABLISHED 1872

SOLD TO

Port of Astoria
P. O. Box 569
Astoria, OR 97103



1%

10TH PROX.

TERMS

77454 - 5/23/67 - 1339

OUR NO.

DATE

CUSTOMER NO.

BACK ORDERED	QUAN. ORDERED	ITEM	QUAN. SHIPPED	LIST		AMOUNT
	3 cases	3/4 Galv. malleable washers Priced on 71400 This is delivery receipt only	1452 pc			N/C

INVOICE

©s

PORT OF ASTORIA

P. O. BOX 569
ASTORIA, OREGON 97103
U. S. A.

ASTORIA BRANCH
FIRST NATIONAL BANK
ASTORIA, OREGON

96-11
1232

258

June 30, 1967

PAY

PORT-ASTORIA \$ 12,594.46 CTS

\$ 12,594.46

PORT IMPROVEMENT FUND

TO
THE
ORDER
OF

- Ducos & Son
P. O. Box 235
Astoria 97103

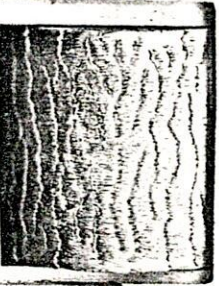
Harold Johnson
TREASURER
Walter E. Risman

COPY—NON-NEGOTIABLE

DETACH BEFORE DEPOSITING

DATE	DESCRIPTION	ACCOUNT NO.	AMOUNT
Reconstruction Pier III:			
6-5-9/67	3,042.55	5303	12,594.46
6-12-16/67	3,167.97		
6-19-23/67	3,215.97		
6-26-30/67	<u>3,167.97</u>		

PORT OF ASTORIA
ASTORIA, OREGON 97103



DUOOS & SON
CONTRACTOR

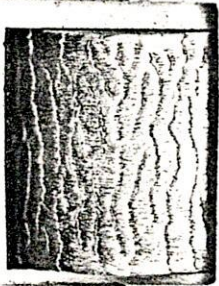
P. O. BOX 235, ASTORIA, OREGON 97103

July 11, 1967

To: Port of Astoria
Astoria, Oregon 97103

For: Labor, material and equipment furnished for reconstruction
Pier III, June 5-9, 1967.

Labor: per attd. sheet	\$ 2,289.04
Payroll taxes @15.25	339.07
H & W. for piledriverman (392 hr.@.31)	121.52
H & W. for opr. eng. (32 hr.@.51)	16.32
Overhead & profit @10%	276.60
Materials: none	
Rentals none	
	3,042.55



DUOOS & SON
CONTRACTOR

P. O. BOX 235, ASTORIA, OREGON 97103

July 11, 1967

To: Port of Astoria
Astoria, Oregon 97103

For: Labor, material and equipment furnished for reconstruction
Pier III, June 12-16, 1967.

Labor: per attd. sheet	\$ 2,373.60
Payroll taxes @15.25	361.97
H & W for piledriverman (400 hrs. @31.)	124.00
H & W for opr. eng (40 hrs. @51.)	20.40
Overhead & profit @10%	288.00
Material: none	
Rentals: none	
	\$ <u>3,167.97</u>

DUOOS & SON
CONTRACTOR

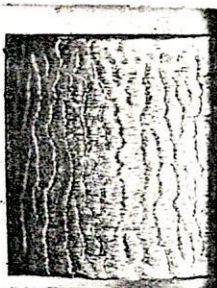
P. O. BOX 235, ASTORIA, OREGON 97103

July 11, 1967

To: Port of Astoria
Astoria, Oregon 97103

For: Labor, material and equipment furnished for reconstruction
Pier III, June 19-23, 1967.

Labor: per attd. sheet	\$	2,373.60
Payroll taxes @15.25		361.97
H & W for piledriverman (400 hrs. @31.)		124.00
H & W for opr. eng. (40 hrs. @51.)		20.40
Overhead & profit @10%		288.00
Material: none		
Rentals per attd. inv		<u>48.00</u>
	\$	3,215.97





240 S. E. CLAY STREET • PORTLAND, OREGON 97214

No. P 43037

SOLD TO

- Duoos & Son
- PO Box 235
- Astoria, Oregon

SHIPPED TO

- Same

NO GOODS RETURNED WITHOUT OUR CONSENT.
ITEMS NOT EXTENDED WILL BE SHIPPED LATER.

TERMS NET CASH - ALL BILLS DUE AND PAYABLE 10TH
OF MONTH FOLLOWING DATE OF SHIPMENT.

FOLD HERE

↓ FOLD HERE

YOUR ORDER NO.

INVOICE DATE

DATE SHIPPED

SHIPPED FROM

SHIPPED VIA:

SALESMAN

6-28-67

3-24-67

Portland, Oregon

Nehalem Valley

rebtak-384

BACK/ORDER	ORDERED	SHIPPED	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
	1	1	Model 85423 GD naið driver - s/n 871 Charge rental 5-27-67 to 6-27-67 - 1 month rental		48.00

No. P 43037

DUOOS & SON
CONTRACTOR

P. O. BOX 235, ASTORIA, OREGON 97103

July 11, 1967

To: Port of Astoria
Astoria, Oregon 97103

For: Labor, material and equipment furnished for reconstruction
Pier III, June 26-30, 1967.

Labor: per attd. sheet	\$ 2,373.60
Payroll taxes @15.25	361.97
H & W fer piledriverman (400 hrs. @31.)	124.00
H & W fer opr eng. (40 hrs. @51.)	20.40
Overhead & Profit @10%	288.00
Material: none	
Rentals: none	
	3,167.97

PORT OF ASTORIA

P. O. BOX 569
ASTORIA, OREGON 97103
U. S. A.

ASTORIA BRANCH
FIRST NATIONAL BANK
ASTORIA, OREGON

96-11
1232

268

July 31, 1967

PAY

PORT-ASTORIA \$12,712.36

\$ 12,712.36

PORT IMPROVEMENT FUND

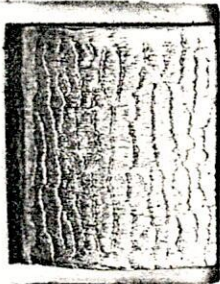
• Duos & Son
P. O. Box 235
Astoria 97103

Harold Johnson
Director
COPY—NON-NEGOTIABLE

DETACH BEFORE DEPOSITING

DATE	DESCRIPTION	ACCOUNT NO.	AMOUNT
Labor & material - reconstruction of Pier III:			
Week July 3-7	1,829.55	5303	11,277.15
Week July 10-14	3,111.66		
Week July 17-14	3,167.97		
Week July 24-28	<u>3,167.97</u>		
Labor & material - construction of office in Pier III - as corrected		5303	<u>1,435.21</u>
			12,712.36 ✓

PORT OF ASTORIA
ASTORIA, OREGON 97103



DUOOS & SON
CONTRACTOR

P. O. BOX 235, ASTORIA, OREGON 97103

August 3, 1967

To: Port of Astoria
Astoria, Oregon 97103

For: Labor and material furnished for the reconstruction
of Pier III, Astoria, Oregon July 3-7, 1967.

Labor: per attd. sheet	\$ 1,255.20
Payroll taxes @15.25	191.42
H & W Piledriverman (208 hrs. @.31)	64.48
H & W Opr. Eng. (24 hrs. @.51)	12.24
Overhead & Profit @10%	152.33
Materials: per attd. inv	105.88
Rentals (Driver) 6027 to 7-27	48.00
	<u>\$ 1,829.55</u>

MARINE
SUPPLIES

INDUSTRIAL
SUPPLIES

ORD.
NO.

NO

NAME David Y. Kay

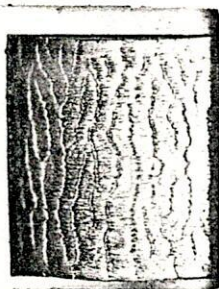
ADDRESS

DATE 1-28 / 1968

REC'D. BY _____ No. 18924

2

MOORE BUSINESS FORMS INC. PAC. DIV. E



MARTINE
SUPPLIES

INDUSTRIAL
SUPPLIES

ORD.
NO.

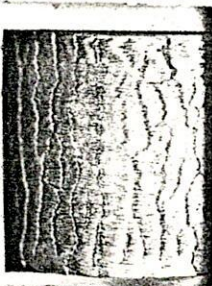
ADDRESS

DATE _____

Padua

2

MOORE BUSINESS FORMS INC. PAC. DIV. E



MARTINE
SUPPLIES

INDUSTRIAL
SUPPLIES

ORD
NO.

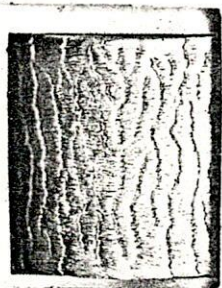
ADDRESS

DATE 10/17/01 1901

REC'D. BY _____ No. 14975

2

MOORE BUSINESS FORMS INC PAC DIV F



DUOOS & SON
CONTRACTOR

P. O. BOX 235, ASTORIA, OREGON 97103

August 3, 1967

To: Port of Astoria
Astoria, Oregon 97103

For: Labor and material furnished for the reconstruction
of Pier III, July 10-14, 1967.

Labor: per attd. sheet	\$ 2,331.36
Payroll taxes @15.25	355.51
H & W Piledriverman (392 hrs. @.31)	121.52
H & W Opr. Eng. (40 hrs. @.51)	20.40
Overhead & Profit @10%	282.87

Material: none
Rentals: None

3,111.66

DUOOS & SON
CONTRACTOR

P. O. BOX 235, ASTORIA, OREGON 97103

August 1, 1967

To: Port of Astoria
Astoria, Oregon 97103

For: Labor and material furnished for the reconstruction
of Pier III July 17-21, 1967

Labor: Per attd. sheet	\$ 2,373.60
Payroll taxes @15.25	361.97
H & W piledriverman (400 hrs. @.31)	124.00
H & W Opr. Eng. (40 hrs. @51)	20.40
Overhead & Profit @10%	288.00

Material: none
Rentals: none

\$ 3,167.97

DUOOS & SON
CONTRACTOR

P. O. BOX 235, ASTORIA, OREGON 97103

August 3, 1967

To: Port of Astoria
Astoria, Oregon 97103

For: Labor and material furnished for the reconstruction
of Pier III July 24-28, 1967

Labor: per attd. sheet	\$ 2,373.60
Payroll taxes @15.25	361.97
H & W Piledriverman (400 hrs. @.31)	124.00
H & W Opr. Eng. (40 hrs. @.51)	20.40
Overhead & Profit @10%	288.00

Material: none
Rentals: None

\$ 3,167.97

DUOOS & SON
CONTRACTOR

P. O. BOX 235, ASTORIA, OREGON 97103

August 1, 1967

To: Port of Astoria
Astoria, Oregon

For: Labor, material and equipment furnished for the
construction of an office at Section VI, Pier III
based on the following outline:

Labor:

May	5	16 hrs.		
"	12	48 hrs.		
"	19	8 hrs.		
"	26	8 hrs.		
June	9	8 hrs.		
"	16	4 hrs.		
		<u>92 hrs.</u>	@5.03	\$ 482.76 - 222.76
Payroll taxes @15.25				73.60 70.57
H & W (92 hrs. @.31)				28.52
Wiring inv. attd.				244.40
Material: per attd. inv.				490.39
Tile layer (no inv.)				18.50
				<u>1,338.17</u> - 1315.04
Less: staple gun returned				12.50
				<u>\$ 1,325.67</u> - 1325.67
Overhead & profit 10% (per C.E.H.)				132.57

\$1,435.21 as corrected

Respectfully submitted,

Duoos & Son

R. Duoos

INVOICE

WADSWORTH ELECTRIC

1350 EXCHANGE ST. - ASTORIA, OREGON

325-5501

Commercial - INDUSTRIAL WIRING - Residential

NET 30 DAYS

2% INTEREST WILL BE CHARGED ON PAST-DUE ACCOUNTS.

Customer's

Order No. _____ Date June 30 1967

M. Roy Duoos & Son Contr.

Address 429, 40th, Astoria, Oregon

SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT.	MDSE. RETD.	PAID OUT	
QUAN.	DESCRIPTION					PRICE	AMOUNT
	Portable office						
1	Nutone fan # 8210						24.75
1	3 speed switch # 860						6.60
10'	1/8" EMT						1.15
3	1/2" EMT cons.						.45
1	1/2" slay						1.00
1	switch box						.60
10'	# 14/2 G						.90
6	wire nuts						.30
1	3/8 sq. conn						.15
							35.90
	less 10%						- 3.60
							32.30
	labor						28.50
							\$ 60.80

ALL claims and returned goods MUST be accompanied by this bill

1408

Rec'd by



INVOICE

WADSWORTH ELECTRIC

1350 EXCHANGE ST. - ASTORIA, OREGON

325-5501

Commercial - INDUSTRIAL WIRING - *Residential*

NET 30 DAYS

2% INTEREST WILL BE CHARGED ON PAST-DUE ACCOUNTS.

Customer's

Order No. _____ Date May 19 1967M. Roy DuosAddress 429, 40th, Astoria, Oregon

SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT.	MDSE. RETD.	PAID OUT	
QUAN.	DESCRIPTION					PRICE	AMOUNT
X X	Port Docks Pier 3 job						
32'	# 14/4 SO cord						21.44
2	# CA-2124-4 fixtures						40.00
4	F40 CW tubes						2.10
1	cord cap 3 wire						1.25
1	3/8" sq. conn.						.15
1	110 heater #7541 cut in						55.90
3	duplex recept. & plates						2.73
1	single pole & plate						.78
3	4" oct box with side hang rc						1.34
4	recept. boxes						2.08
1	Sq. D 2 circuit WF panel						8.55
1	1" hub						2.23
1	1" to 1/2" RE bushing						.33
2	3/8 sq. conn.						.15
65'	" 14/2 with ground						6.82
							146.22
	less 10% ---						- 14.62
							131.60
	labor						52.00
							183.60

ALL claims and returned goods MUST be accompanied by this bill

1201

Rec'd by

CITY LUMBER ~~SUPPLY~~ CO.

LUMBER - BUILDING MATERIALS - FUEL

ASTORIA, OREGON

5/9/67



Duoos & Son

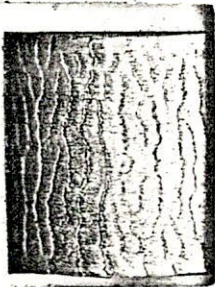
INVOICE NO. B09377
REG. NO. _____
BUYER'S NO. _____
VIA _____
JOB _____

Port Docks

ALL BILLS ARE DUE THE FIRST OF THE MONTH FOLLOWING PURCHASE.

TERMS: NET CASH. NO DISCOUNT.

42	Rows		Staples	42	.10	4.20
1			Staple Gun	1	12.50	12.50
16	4x8x $\frac{1}{4}$		A D Ply	16	3.15	50.40
2	2x4	10	Std & Btr	14	120.00	1.68
6	Rolls	15"	Medium Insulation	450	70.00	31.50
1	$\frac{1}{2}$ x6	12	Clear	12	.175	2.10
1	$\frac{1}{2}$ x8	12	Clear	12	.233	2.80
1	$\frac{1}{2}$ x4	12	Clear			
	$\frac{1}{2}$ x4		Clear 2/10, 3/8	12		
				44		
				56	.117	6.55
						<u>111.73</u>



TELEPHONE 325-3611
1777 MARINE DRIVE
ASTORIA, OREGON 97103

INVOICE
NUMBER

→ J 04607

Date _____

5-12

196

	Duoss & Son
Sold To	P. O. Box 222

Ship To

Address Astoria, Oregon 97103

Address

REQ. NO.

JOB *Pen 3*

DRIVER

[illegible]

TERMS:

INVOICES: Invoices dated prior to 27th are due 10th of month following. 1% per month service charge added on all past due accounts. A 10% handling charge may be made on all returned merchandise.

THIS IS TO ADVISE YOU, THE OWNER OR-REPUTED OWNER, THAT WE HAVE DELIVERED MATERIAL AND SUPPLIES UPON THE ORDER OF FOR USE ON THE ABOVE NAMED PROPERTY AND THAT A LIEN MAY BE CLAIMED FOR ALL SUCH MATERIAL AND SUPPLIES DELIVERED AFTER A DATE WHICH IS SEVEN DAYS PRIOR TO THIS DATE. ORE. REV. STAT. CHAP. 87.020; 87.025 86.715

HEREBY ACKNOWLEDGE RECEIPT AND ACCEPT
THE ABOVE MERCHANDISE AND NOTICE ACCORDING TO THE
TERMS AND CONDITIONS STATED ABOVE.

(OWNER)

® 262811

PHONE:
325-1971

TRIPLICATE
— MIRRORS —
AUTO GLASS • SHEET
PLATE and WINDOW

TERMS:
NET CASH



THE GLASS SHOP

1295 MARINE DR.

ASTORIA, OREGON

"Everything You Want in Glass"



TUB ENCLOSURES • SHOWER DOORS • STORM WINDOWS • COLORED GLASS

Customer's

Order No.

Date

Name

Address

SOLD BY

CASH

C. O. D.

CHARGE

ON ACCT.

MDSE. RETD.

PAID OUT

QUAN.

DESCRIPTION

PRICE

AMOUNT

1 34 1/8 X 58 1/8 X 3/16

16.50

less

1.65

65-58-N ALL claims and returned goods MUST be accompanied by this bill.

TAX

1372

RECEIVED
BY

TOTAL

14.85

The Columbia Press, Astoria, Oregon

6-27797

TRIPLICATE

— MIRRORS —
 AUTO GLASS • SHEET
 PLATE and WINDOW

**TERMS:
NET CASH**



THE GLASS SHOP

1295 MARINE DR.

ASTORIA, OREGON

“Everything You Want in Glass”



TUB ENCLOSURES • SHOWER DOORS • STORM WINDOWS • COLORED GLASS

Customer's
Order No. _____ Date May 9 1964

Name Kay Lucas

Address _____

Page 3

[illegible]

The Columbia Press, Astoria, Oregon

5-27797



ASTORIA PLYWOOD CORPORATION

P. O. BOX 117

ASTORIA, OREGON

TWX: ASTORIA ORE 453

Phone 325-6021

INVOICE

L N^o 6677

SOLD TO • Roy Duoss & Sons
ADDRESS • 429 - 40th
CITY & STATE • Astoria, Oregon 97103

DATE SHIPPED

5-1-67

TERMS

Net Cash

DATE

5-15-67

CUSTOMER'S NO.

3787

Plywood Panel Shop

18 Pcs.
5 Pcs.

3/8
5/8

Ext. Fir S2S AC
Underlayment

@ 3.26	\$ 58.68
@ 4.00	<u>20.00</u>

\$ 78.68

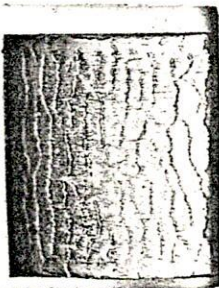
5% 3.93

\$ 74.75

BY
POST
OFFICE

3/8" BASIS _____

ORDERS ARE ACCEPTED BY





FISHER BROS. COMPANY

HARDWARE INDUSTRIAL SUPPLIES Astoria, Oregon 97103

P.O. BOX 360

FISHER BROS. COMPANY

ESTABLISHED 1872

SOLD TO

┌

Duoss & Son
P.O.Box 22
Astoria, OR 97103

└

1%

10TH PROX.

TERMS

20632-5/9/67

OUR NO.

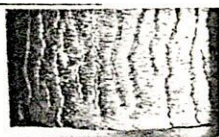
DATE

CUSTOMER NO.

BACK ORDERED	QUAN. ORDERED	ITEM	QUAN. SHIPPED	LIST		AMOUNT
	1	Schlage lockset	1	10.25	10.25	
	2	Hinges	2	.45	.90	
	2½ lb	Nail	2½	.26	<u>.65</u>	11.80

INVOICE

Ⓟ



PORT OF ASTORIA

P. O. BOX 569
ASTORIA, OREGON 97103
U. S. A.

ASTORIA BRANCH
FIRST NATIONAL BANK
ASTORIA, OREGON

96-11
1232

274

August 31, 1967

PAY

PORT OF ASTORIA \$ 15,480.47 CTS

\$ 15,480.47

PORT IMPROVEMENT FUND

- Duoos & Son
P.O. Box 235
Astoria, Oregon 97103

Handwritten signature

COPY—NON-NEGOTIABLE

TO
THE
ORDER
OF

DETACH BEFORE DEPOSITING

DATE	DESCRIPTION	ACCOUNT NO.	AMOUNT
Labor & Material furnished for the reconstruction of Pier III			
July 31-Aug. 4	3,056.60		
August 7-11	3,030.03		
Aug. 14-18	3,200.49		
Aug. 21-25	3,143.75		
Aug. 28-Sept. 1	<u>3,049.60</u>	5303	15,480.47 ✓

PORT OF ASTORIA
ASTORIA, OREGON 97103



DUOOS & SON
CONTRACTOR

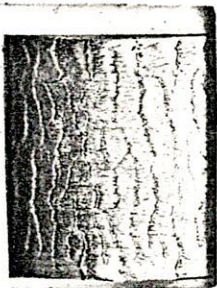
P. O. BOX 235, ASTORIA, OREGON 97103

September 1, 1967

To: Port of Astoria
Astoria, Oregon 97103

For: Labor and material furnished for the reconstruction
of Pier III, Astoria, Oregon. July 31-Aug.4:

Labor: per attd. sheet	\$ 2,267.92	
Payroll taxes @16.5	374.21	
H & W Piledriverman (388 hrs. @.31)	120.28	
H & W Opr. Eng. (32 hrs. @.51)	16.32	2778.73
Overhead and Profit	276.24	277.87
Materials: none		
Rentals: none		
	<u>\$ 3,038.65</u>	3056.60



DUOOS & SON
CONTRACTOR

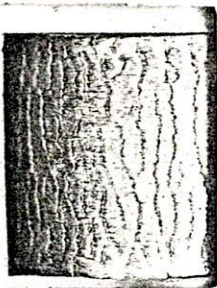
P. O. BOX 235, ASTORIA, OREGON 97103

September 1, 1967

To: Port of Astoria
Astoria, Oregon 97103

For: Labor and material furnished for the reconstruction
of Pier III, Astoria, Oregon. August 7-11:

Labor: per attd. sheet	\$ 2,246.88	
Payroll Taxes @16.5	370.74	
H & W Piledrivermen (376 hrs. @.31)	116.56	
H & W Opr. Eng. (40 hrs. @.51)	20.40	2754.58
Overhead & Profit @10%	275.45	
Materials: none		
Rentals: none		
	\$ 3,030.03	



DUOOS & SON
CONTRACTOR

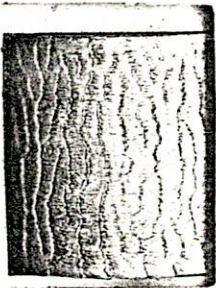
P. O. BOX 235, ASTORIA, OREGON 97103

September 1, 1967

To: Port of Astoria
Astoria, Oregon 97103

For: Labor and material furnished for the reconstruction
of Pier III, Astoria, Oregon. Aug. 14-18:

Labor: per attd. sheet	\$	2,373.60✓
Payroll taxes @16.5		391.54 - 391.64
H & W Piledriverman (400 hrs. @.31)		124.00✓
H & W Opr. Eng. (40 hrs. @.51)		20.40✓ 2909.54
Overhead & Profit @10%		290.95✓
Material: none		
Rental: none	\$	<u>3,200.49✓</u>



DUOOS & SON
CONTRACTOR

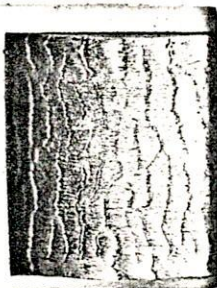
P. O. BOX 235, ASTORIA, OREGON 97103

September 1, 1967

To: Port of Astoria
Astoria, Oregon 97103

For: Labor and material furnished for the reconstruction
of Pier III, Astoria, Oregon. August 21-25:

Labor: per attd. sheet	\$ 2,331.36✓	
Payroll taxes @16.5	384.67✓	
H & W Piledriverman (392 hrs. @.31)	121.52✓	
H & W Opr. Eng. (40 hrs. @.40)	20.40✓	2857.95
	<u>57</u>	
Overhead and Profit @10%	285.80	
Materials: none		
Rentals: none		
	\$ <u>3,143.75✓</u>	



DUOOS & SON
CONTRACTOR

P. O. BOX 235, ASTORIA, OREGON 97103

September 1, 1967

To: Port of Astoria
Astoria, Oregon 97103

For: Labor and material furnished for the reconstruction
of Pier III, Astoria, Oregon. Aug. 28-Sept. 1:

Labor: per attd. sheet	\$ 2,226.16	- 2225.76
Payroll taxes @16.5	367.32	367.25
H & W Piledriverman (372 hrs. @.31)	115.32	115.32
H & W Opr. Eng. (40 hrs. :.51)	20.40	20.40
		2728.73
Overhead and Profit @10%	272.92	

Material: none
Rentals: Air hammer

	48.00	
	3,050.12	3050.60

PORT OF ASTORIA

P. O. BOX 569
ASTORIA, OREGON 97103
U. S. A.

ASTORIA BRANCH
FIRST NATIONAL BANK
ASTORIA, OREGON

96-11
1232

282

August 31, 1967

PAY

PORT OF ASTORIA \$233.76

\$ 233.76

PORT IMPROVEMENT FUND

TO
THE
ORDER
OF

- Portland Bolt & Manufacturing Co.
930 N.W. 14th Ave.
Portland, Oregon 97209

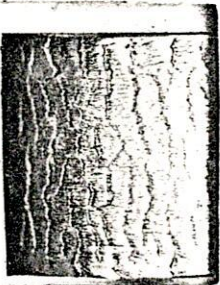
Harold C. Johnson
Cashier

COPY—NON-NEGOTIABLE

DETACH BEFORE DEPOSITING

DATE	DESCRIPTION	ACCOUNT NO.	AMOUNT
8/24/67	Order #4841	5303	233.76 ✓

PORT OF ASTORIA
ASTORIA, OREGON 97103



Portland Bolt & Manufacturing Co.

INCORPORATED

930 N. W. 14TH AVE.

PORTLAND, OREGON 97209

PHONE 227-5488

HOT DIP GALVANIZING - BOLTS - NUTS - WASHERS - BRIDGE RODS - BUILDERS' IRON WORK

SOLD TO

Port of Astoria
Astoria, Oregon

DATE 8-24-67

ORDER NO. 4841

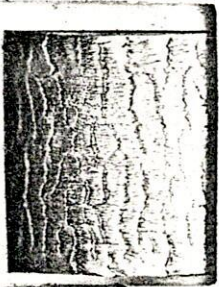
CUSTOMER'S
ORDER NO. 1587

7% INTEREST CHARGED ON PAST DUE ACCOUNTS

1200 only 3/4" Galvanized malleable washers ~~294~~ 19.48/c \$ 233.76
Marked Pier 3 Delivery



TERMS: NET CASH, NO DISCOUNT



PORT OF ASTORIA

P. O. BOX 569
ASTORIA, OREGON 97103
U. S. A.

ASTORIA BRANCH
FIRST NATIONAL BANK
ASTORIA, OREGON

96-11
1232

283

August 31, 1967

PAY

PORT OF ASTORIA \$ 144.00

\$ 144.00

PORT IMPROVEMENT FUND

- Swan Wooster Engineering Inc.
1510 Standard Plaza
Portland, Oregon 97204

Handwritten signature
COPY—NON-NEGOTIABLE

TO
THE
ORDER
OF

DETACH BEFORE DEPOSITING

DATE	DESCRIPTION	ACCOUNT NO.	AMOUNT
8/15/67	Invoice #121	5301	144.00✓

PORT OF ASTORIA
ASTORIA, OREGON 97103





SWAN WOOSTER ENGINEERING INC. • CONSULTING ENGINEERS
1510 STANDARD PLAZA, PORTLAND, OREGON 97204 TELEPHONE: 228-8672

The Port of Astoria
Astoria, Oregon



DATE 15 August 1967

JOB NO. 7030

INVOICE NO. 121

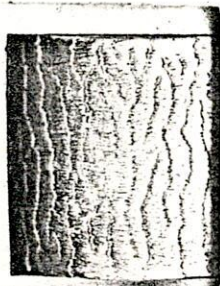
Barge Ramp

Engineering Services for the period ended 12 August 1967
Checking Shop Drawings

Intermediate Engineer

12 hours @ 12.00

\$ 144 00



PORT OF ASTORIA

P. O. BOX 569
ASTORIA, OREGON 97103
U. S. A.

ASTORIA BRANCH
FIRST NATIONAL BANK
ASTORIA, OREGON

96-11
1232

288

September 30, 1967

PAY

PORT OF ASTORIA 3669-49 IG and 41 CT

\$4,916.41

PORT IMPROVEMENT FUND

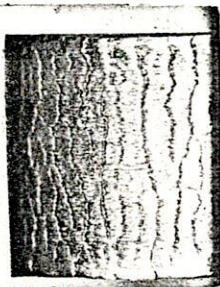
- American Timber & Trading Co., Inc.
P.O. Box 3409
Portland, Oregon 97208

COPY—NON-NEGOTIABLE

DETACH BEFORE DEPOSITING

DATE	DESCRIPTION	ACCOUNT NO.	AMOUNT
7/20/67	Inv. # 11636	5303	2,000.80
9/6/67	" 12024		1,466.25
9/11/67	" 12057		<u>1,449.36</u>
			4,916.41✓

PORT OF ASTORIA
ASTORIA, OREGON 97103





AMERICAN TIMBER & TRADING CO., INC.

Portland, Oregon, U.S.A.
P. O. Box 3409 97208
222-3601 (Area code 503)
Cables: TIMCO

INVOICE NO.: 11636

DATE: JULY 20, 1967

SOLD TO:

THE PORT OF ASTORIA
P.O. BOX 569
ASTORIA, OREGON 97103

OUR ORDER NO.: 9711-W

YOUR ORDER NO.: 1229

FOB: CAR - ASTORIA, OREGON

SHIPPED TO:

THE PORT OF ASTORIA
ASTORIA, OREGON

CAR INITIALS & NO: AT&SF 65094

TERMS: NET THIRTY DAYS

ROUTED VIA SP&S

TREATED DOUGLAS FIR PILING - 9" MIN. TIP, 20" MAXIMUM

<u>QUANTITY AND DESCRIPTION</u>	<u>LINEAL FEET</u>	<u>PRICE PER LIN. FT.</u>	<u>TOTAL PRICE</u>
305 Pcs. - 8'	2,440'	\$.82	\$2,000.80
305 Pcs. - 8'	2440'		\$2,000.80

East Side P.R. 3 - NEW CROST.

FREIGHT PREPAID



AD/mih



ORDER ACKNOWLEDGMENT

PAGE NO. _____
OF _____ PAGES

AMERICAN TIMBER & TRADING CO., INC.

Portland, Oregon, U.S.A.
P. O. Box 3409 97208
222-9727 (Area code 503)
Cables: TIMCO

DATE July 5, 1967

YOUR ORDER NO. 1229

SOLD TO

The Port of Astoria
P. O. Box 569
Astoria, Oregon 97103

OUR ORDER NO. 9711-W

WHEN SHIP Prompt

F.O.B. car, Astoria, Oregon

ROUTE VIA Railcar

SHIP TO

The Port of Astoria
Astoria, Oregon

TERMS Net 30 days

We are pleased to enter your ORDER as follows:

TREATED DOUGLAS FIR PILING - 9" MIN. TIP, 20" MAXIMUM

One (1) Carload 8' long \$.82 per lin. ft.

Confirms phone Mr. Rees B. Williams Jr. and Walt Niedermeyer

WEN:nr

CONFIRMATIONS, TERMS AND CONDITIONS: Orders accepted will be executed subject (1) to and without liability on our part for delays and their consequences in manufacture and delivery arising from causes beyond our control, including without limitation acts of God, fire, floods, accidents, labor disturbances, car shortage, embargoes, failure of supplier, and all impediments in transportation, war and its incidents; and (2) to be rescinded by us for any of said causes.

Right is reserved to cancel this order, if any question arises concerning buyer's credit or unsatisfactory business methods.

The terms of sale, grades, classifications and measurements to be in accordance with the published grading rules, classifications and terms of sale in effect at the time of this sale.

TAXES: All State, Federal, Territorial or other applicable taxes to be for your account.

Your order has been placed with our Mill exactly as written above. Please read Carefully. If incorrect in any detail please NOTIFY US AT ONCE!

Your Entry of our Order per
Above is Acceptable to us.

Customer THE PORT OF ASTORIA

By _____

THANK YOU

AMERICAN TIMBER & TRADING CO.

By 
Walt Niedermeyer
Executive Vice President



ORDER ACKNOWLEDGMENT

PAGE NO. _____
OF _____ PAGES

AMERICAN TIMBER & TRADING CO., INC.

Portland, Oregon, U.S.A.
P. O. Box 3409 97208
222-9727 (Area code 503)
Cables: TIMCO

DATE July 5, 1967

YOUR ORDER NO. 1229

SOLD TO

The Port of Astoria
P. O. Box 569
Astoria, Oregon 97103

OUR ORDER NO. 9711-W

WHEN SHIP Prompt

F.O.B. car, Astoria, Oregon

ROUTE VIA Railcar

SHIP TO

The Port of Astoria
Astoria, Oregon

TERMS Net 30 days

We are pleased to enter your ORDER as follows:

TREATED DOUGLAS FIR PILING - 9" MIN. TIP, 20" MAXIMUM

One (1) Carload 8' long

\$.82 per lin. ft.

Confirms phone Mr. Rees B. Williams Jr. and Walt Niedermeyer

WEN:nr

CONFIRMATIONS, TERMS AND CONDITIONS: Orders accepted will be executed subject (1) to and without liability on our part for delays and their consequences in manufacture and delivery arising from causes beyond our control, including without limitation acts of God, fire, floods, accidents, labor disturbances, car shortage, embargoes, failure of supplier, and all impediments in transportation, war and its incidents; and (2) to be rescinded by us for any of said causes.

Right is reserved to cancel this order, if any question arises concerning buyer's credit or unsatisfactory business methods.

The terms of sale, grades, classifications and measurements to be in accordance with the published grading rules, classifications and terms of sale in effect at the time of this sale.

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Your order has been placed with our Mill exactly as written above. Please read Carefully. If incorrect in any detail please NOTIFY US AT ONCE!

Your Entry of our Order per
Above is Acceptable to us.

Customer THE PORT OF ASTORIA

By _____

THANK YOU

AMERICAN TIMBER & TRADING CO.

By Walt Niedermeyer
Walt Niedermeyer
Executive Vice President



AMERICAN TIMBER & TRADING CO., INC.

Portland, Oregon, U.S.A.
P.O. Box 3409 97208
222-3601 (Area code 503)
Cables: TIMCO

INVOICE NO.: 12024

DATE: SEPTEMBER 6, 1967

SOLD TO: [PORT OF ASTORIA
P.O. BOX 569
ASTORIA, OREGON 97103

OUR ORDER NO.: 9867-W

YOUR ORDER NO.: 1589

[SHIPPED TO: PORT OF ASTORIA
PIER 3, EAST SIDE
NEW CONSTRUCTION
ASTORIA, OREGON

] FOB: CAR - ASTORIA, OREGON

CAR INITIALS & NO: AT&SF 75168

TERMS: NET THIRTY DAYS

ROUTED VIA SP&S

DOUGLAS FIR PILING PRESSURE TREATED WITH CREOSOTE TO A
NET RETENTION OF 10# PER CUBIC FOOT OF WOOD

<u>QUANTITY AND DESCRIPTION</u>	<u>LINEAL FEET</u>	<u>PRICE PER LIN. FT.</u>	<u>TOTAL PRICE</u>
150 Pcs. - 8'6" 10" Min. Tip.	1,275'	\$1.15	\$1,466.25

PR 3 - NEW CONSTRUCTION

FREIGHT PREPAID



AD/mih

Interest of 6% will be charged on all overdue accounts.



AMERICAN TIMBER & TRADING CO., INC.

Portland, Oregon, U.S.A.
P. O. Box 3409 97208
222-3601 (Area code 503)
Cables: TIMCO

INVOICE NO.: 12057

DATE: SEPTEMBER 11, 1967

SOLD TO:

THE PORT OF ASTORIA
P.O. BOX 569
ASTORIA, OREGON 97103

OUR ORDER NO.: 9845-H

YOUR ORDER NO.: 1582

FOB: TRUCK - ASTORIA, OREGON

SHIPPED TO:

THE PORT OF ASTORIA
ASTORIA, OREGON

CAR INITIALS & NO:

TERMS: NET THIRTY DAYS

ROUTED VIA TRUCK

DOUGLAS FIR CONSTRUCTION GRADE LUMBER PER WCLIB RULES #15 -
PRESSURE TREATED WITH TANALITH (SALTS) TO A FINAL NET
RETENTION OF NOT LESS THAN .035# OF DRY SALTS PER CUBIC
FOOT OF WOOD PER A.W.P.A. STANDARDS

<u>QUANTITY AND DESCRIPTION</u>	<u>BOARD FEET</u>	<u>PRICE PER M BD. FT.</u>	<u>TOTAL PRICE</u>
4 x 12 - S1S2E - 132/18 ^{2376 yd}	9,504' ✓	\$152.50	\$1,449.36

PR. 3 NEW COST.

~~AND GENERAL PRICE OF ALL PERS.~~

FREIGHT PREPAID

AD/mih

	INITIALS	DATE
PREPARED BY		
CHECKED BY		

Post-Rite SYSTEMS CELINA, O. • ELMWOOD PARK, N. J. • GREENSBORO, N. C. • DALLAS • TULARE, CALIF.

LITHO IN U.S.A.

[illegible]

12/77

9/11/79

Pier Structure

Bearing pile
 Pile caps
 Deck stringers
 Joists
 Bracing
 Buts
 Sub-decking

External pier decking

Fender pile
 Chocks
 Waler
 Bull Ranks
 String pieces

Dec 1, '80
 It is so stipulated
 A. J. Parker
 Robert A. Sander

Bergeson:

^{Bearing}
 $30' \times 85' = 19500 \text{ m/L}$

12 Bollard - ~~0~~ = 7800
 (Buttend)

13 posts = 1395

Concrete bollard = 8300
 rebar ~~400~~

17 fender = 6800 $\bar{a}$ pl.

Remove old
 Bollard = 4500

22,000 lumber = 25275
 Lumber

Break up & dispose
 old Bollard Base = 2000

75570

decking 5,600
 guard rail &
 chocking 3,580
 Sub pier 16,095
25,275

④ 26073

© 260737

TELEPHONE 325-4511

22nd & Commercial Sts.
ASTORIA, OREGON 97103

INVOICE
NUMBER

B09244

Date _____

1967

Sold To

Ship To

Address

Address

REQ. NO.

JOB

DRIVER

[illegible]

TERMS:

INVOICES: Invoices dated prior to 27th are due 10th of month following. 1% per month service charge added on all past due accounts. A 10% handling charge may be made on all returned merchandise.

THIS IS TO ADVISE YOU, THE OWNER OR REPUTED OWNER, THAT WE HAVE DELIVERED MATERIAL AND SUPPLIES UPON THE ORDER OF FOR USE ON THE ABOVE NAMED PROPERTY AND THAT A LIEN MAY BE CLAIMED FOR ALL SUCH MATERIAL AND SUPPLIES DELIVERED AFTER A DATE WHICH IS SEVEN DAYS PRIOR TO THIS DATE. ORE. REV. STAT. CHAP. 87.020; 87.025; 86.715

I HEREBY ACKNOWLEDGE RECEIPT AND ACCEPT THE ABOVE MERCHANDISE AND NOTICE ACCORDING TO THE TERMS AND CONDITIONS STATED ABOVE.

(OWNER)

TELEPHONE 325-4511

22nd & Commercial Sts.
ASTORIA, OREGON 97103

INVOICE
NUMBER

B09385

Date _____

5-9-67

Sold To

Ship To

Address

Asteria, Oregon 97103

Address

REQ. NO.

JOB

DRIVER

[illegible]

TERMS:

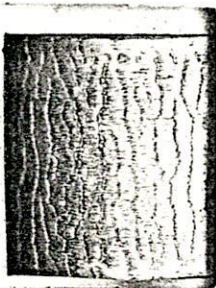
Invoices dated prior to 27th are due 10th of month following. 1% per month service charge added on all past due accounts. A 10% handling charge may be made on all returned merchandise.

THIS IS TO ADVISE YOU, THE OWNER OR REPUTED OWNER, THAT WE HAVE DELIVERED MATERIAL AND SUPPLIES UPON THE ORDER OF FOR USE ON THE ABOVE NAMED PROPERTY AND THAT A LIEN MAY BE CLAIMED FOR ALL SUCH MATERIAL AND SUPPLIES DELIVERED AFTER A DATE WHICH IS SEVEN DAYS PRIOR TO THIS DATE. ORE. REV. STAT. CHAP. 87.020; 87.025; 86.715.

I HEREBY ACKNOWLEDGE RECEIPT AND ACCEPT
THE ABOVE MERCHANDISE AND NOTICE ACCORDING TO THE
TERMS AND CONDITIONS STATED ABOVE.

(OWNER)

® 260737



TELEPHONE 325-4511
22nd & Commercial Sts.
ASTORIA, OREGON 97103

INVOICE
NUMBER

B09368

Date _____

57

1967

Sold To : Brown & Son

Ship To

Address Astoria, Oregon 97103

Address

LUMBER — FUEL
BUILDING MATERIALS

REQ. NO.		JOB		DRIVER		
PIECES	SIZE	LENGTH	DESCRIPTION	FEET	PRICE	AMOUNT
			Credit 11/12/24 Returned			
1			Staple gun	1	12.50	12.50
42			Staples	42	.10	4.20
4	1/2	8	Sp corner	32	.08	2.56
						19.26
			Credit			19.26
						17.34

TERMS:			
Invoices dated prior to 27th are due 10th of month following. 1% per month service charge added on all past due accounts. A 10% handling charge may be made on all returned merchandise.			

THIS IS TO ADVISE YOU, THE OWNER OR REPUTED OWNER, THAT WE HAVE DELIVERED MATERIAL AND SUPPLIES UPON THE ORDER OF FOR USE ON THE ABOVE NAMED PROPERTY AND THAT A LIEN MAY BE CLAIMED FOR ALL SUCH MATERIAL AND SUPPLIES DELIVERED AFTER A DATE WHICH IS SEVEN DAYS PRIOR TO THIS DATE. ORE. REV. STAT. CHAP. 87.020; 86.715.

I HEREBY ACKNOWLEDGE RECEIPT AND ACCEPT
THE ABOVE MERCHANDISE AND NOTICE ACCORDING TO THE
TERMS AND CONDITIONS STATED ABOVE.

(OWNER)

© 260737

① 260737

TELEPHONE 325-4511

INVOICE
NUMBER

B09864

22nd & Commercial Sts.
ASTORIA, OREGON 97103

Date _____

5/23

1967

Sold To Q. 307 222

Ship To

Address

Address

REQ. NO.

JOB

DRIVER

[illegible]

TERMS:			
Invoices dated prior to 27th are due 10th of month following. 1% per month service charge added on all past due accounts. A 10% handling charge may be made on all returned merchandise.			

THIS IS TO ADVISE YOU, THE OWNER OR REPUTED OWNER, THAT WE HAVE DELIVERED MATERIAL AND SUPPLIES UPON THE ORDER OF FOR USE ON THE ABOVE NAMED PROPERTY AND THAT A LIEN MAY BE CLAIMED FOR ALL SUCH MATERIAL AND SUPPLIES DELIVERED AFTER A DATE WHICH IS SEVEN DAYS PRIOR TO THIS DATE. ORE. REV. STAT. CHAP. 87.020; 87.025; 86.715.

(OWNER)

© 260737

WHITE, SUTHERLAND, PARKS & ALLEN

ATTORNEYS AND COUNSELORS AT LAW

1200 JACKSON TOWER

PORTLAND, OREGON 97205

224-4840

TELEX: 360-834

CALL BACK: "SEA LAW PTL"

THOMAS J. WHITE
NORMAN E. SUTHERLAND
ALEX L. PARKS
MALCOLM J. MONTAGUE
RUSSELL M. ALLEN
THOMAS J. GREIF
PATRICK F. BOILEAU

November 19, 1979



Mr. George Grove, Manager
Port of Astoria
P.O. Box 569
Astoria, Oregon 97103

Re: JAPAN ERICA - Dock Damage

Dear George:

You have inquired concerning the possibility of recovering more adequate damages arising out of the collision of the above vessel with Pier 3 on December 18, 1977. Counsel for the steamship company have submitted what to you appears to be a ridiculously low settlement figure, based upon their contention that their client is liable only for the depreciated value of the barge pier and not a figure even reasonably close to the replacement cost.

The general rule in admiralty with respect to collision damages is that the damages are to be measured by the maxim restitutio in integrum, which is the difference in value before and after the collision, including the cost of necessary repairs and loss of earnings during the period of layup for repairs. (Fernwood-Liberty II, 1976 A.M.C. 744, CA-1.)

However, where the repairs actually enhance the value of the damaged property, the damage award will be reduced to exclude the excess value. Freeport Sulphur v. Hermosa, 1977 A.M.C. 508 (CA-5). However, this rule does not apply where, although the repaired portion of the damaged structure or vessel is enhanced, the repaired part is an integral part of the whole structure which would not require separate replacement from wear and tear during the useful life of the whole structure. In such case, the repaired portion does not add to the useful life of the whole but merely restores it to function. This was the case in State of Oregon v. Go-Getter, 1973 A.M.C. 243 (CA-9) where one pier of a bridge was damaged. The court pointed out that the "new for old" rule only "seeks to avoid giving the injured person the windfall of providing him with a new replacement for that which was old and depreciated and would in normal course have to be replaced in any event".

Mr. George Grove
November 19, 1979
Page Two



A question obviously arises as to the computation. Where the repaired portion has the same useful life as the whole straight line depreciation has been used to measure the amount necessary to return the injured party to the same economic position in which he was found. Thus, in Allied Chemical v. Edmunson Towing, 1971 A.M.C. 1570 (ED., La), a piling cluster damaged by a tug was replaced. The old cluster was 3-1/2 years old, and when new had a life expectancy of 20 years. Damages in the proportions of 16-1/2 to 20 of the total replacement costs were awarded.

However, where repair of the damaged portion increases the useful life of the whole, straight line depreciation is not always appropriate. In Freeport Sulphur v. Hermosa, repair of the damaged portion of a dock extended the useful life of the dock from 25 to 35 years. The defendant claimed that since the dock was 16 years old when damaged, and had a remaining useful life of 25 years, it was depreciated by 16/41 or 39%. The court held that the proper measure was, instead, the percentage of useful life extension; i.e., 10/35 or 28.6%.

The records of the Port disclose that the damaged pier was substantially renovated in 1967. It was originally built in the 1920's. Thus, its useful life would appear to be on the order of something close to fifty years. The damaged occurred in 1977.

If projections are made on a straight line basis as was done in the Allied Chemical case, the pier when damaged was 10 years old and when new had a life expectancy of 50 years. Thus, damages in the proportions of 40/50 (80%) would be in order, plus an increment of loss of use from the date of the collision until the date when the pier would have been normally repaired.

On the other hand, if the formula in the Freeport Sulphur case were used, the useful life of the pier would have been extended from 50 years to 60 years. On this formula, the percentage of useful life extension would be 10/60 or 16.6%.

In either case it will be seen that the total damages which should be recoverable are considerably in excess of the most liberal figures which were offered by counsel for the steamship company. Moreover, their figures rather considerably inflated deductions for interest and attorneys' fees, and made no allowance whatever for the loss of income during the period between date of damage and date of expectable repair.

Mr. George Grove
November 19, 1979
Page Three

I unhesitatingly and strongly recommend that the Port pursue this claim. The legal cost in doing so would not be anywhere near the magnitude estimated by counsel for the steamship company [I project a cost of about \$3,500 if the case is settled after intensive negotiations and probably somewhere on the order of \$7,500 if it is actually necessary to try it in court] and the return should be much greater. For example, I am confident that I could force an increase in their offer of at least \$5,000 merely by making a strong demand and some brief negotiations...at a legal fee cost of about \$500.

It is imperative, however, that we move quickly on this. The accident occurred on December 18, 1977; the statute runs on December 18th of this year. For safety's sake, I suggest that we plan on filing a complaint immediately and then start negotiating.

May I please hear from you at your earliest convenience. I am troubled by the imminency of the statute running.

Sincerely,

ALP

ALEX L. PARKS
WHITE, SUTHERLAND, PARKS & ALLEN

ALP:cm



PARKS, MONTAGUE, ALLEN & GREIF

ATTORNEYS AND COUNSELORS AT LAW

1200 JACKSON TOWER

PORTLAND, OREGON 97205

224-4840

ALEX L. PARKS
MALCOLM J. MONTAGUE
RUSSELL M. ALLEN
THOMAS J. GREIF
ROGER J. LEO
WILLIAM P. HORTON

THOMAS J. WHITE
NORMAN E. SUTHERLAND
OF COUNSEL

TELEX: 360-834
CALL BACK: "SEA LAW PTL"

April 4, 1980

Mr. George Grove
Port of Astoria
P.O. Box 569
Astoria, Oregon 97103

Dear George:

Enclosed is an invoice for services rendered in connection with the JAPAN ERICA matter covering the period from June, 1979 when you first got in touch with me about it to and including March 31, 1980.

Also enclosed is a photocopy of the Letter of Undertaking which was delivered by Wood's office on behalf of the Japan Ship Owners' Mutual Protection & Indemnity Association, insurers of the vessel. This Letter substitutes in lieu of a formal bond and constitutes security for the Port up to the sum of \$80,000. [The \$80,000 amount was arrived at by taking the bids for construction received shortly after the collision and adding about 10% to cover interest, etc.]

The Federal Court has ordered that discovery in this case be completed by June 1 and a Pretrial Order filed by July 1. Assuming this schedule can be adhered to, we could expect a trial date of August or September. Meanwhile, of course, I will be pressing Wood's office to give serious consideration to a more acceptable settlement offer.

Please call me if you have any questions.

Sincerely,



ALEX L. PARKS
PARKS, MONTAGUE, ALLEN & GREIF



ALP:cm

WHITE, SUTHERLAND, PARKS & ALLEN

ATTORNEYS AND COUNSELORS AT LAW

1200 JACKSON TOWER

PORTLAND, OREGON 97205

224-4840

TELEX: 360-834

CALL BACK: "SEA LAW PTL"

THOMAS J. WHITE
NORMAN E. SUTHERLAND
ALEX L. PARKS
MALCOLM J. MONTAGUE
RUSSELL M. ALLEN
THOMAS J. GREIF
PATRICK F. BOILEAU

April 4, 1980

Port of Astoria
P.O. Box 569
Astoria, Oregon 97103

TO: PARKS, MONTAGUE, ALLEN & GREIF dr

TO LEGAL SERVICES RENDERED from June, 1979 to and including
March 31, 1980 in connection with collision of M/V JAPAN
ERICA with Pier 3, itemized as follows:

6/18/79 Telephone conference Mr. Grove concerning collision
and extent of probable recovery.

10/3/79 Conference Mr. Grove and Mr. Uhti concerning facts
of collision and extent of damage.

10/4/79 Legal research concerning deduction of "new for old"
materials in dock repair.

10/8/79 Preparation of initial draft of opinion.

10/24/79 Telephone conference Mr. Uhti.

11/17/79 Completing draft of opinion and letter concerning
recommendations of filing suit; telephone conference
Mr. Uhti.

12/12/79 Telephone conference Mr. Uhti.

12/17/79 Telephone inquiries concerning precise ownership
of JAPAN ERICA; preparation Complaint, Warrant of
Arrest, Order of Arrest, Affidavit in support thereof;
Instructions to U.S. Marshal; filing documents with
Clerk; conference Judge Burns and securing issuance
of Warrant of Arrest; telephone conferences opposing
counsel.

2/7/80 Telephone conference Mr. Uhti.

EXPENSES:	FEE	\$720.00
Filing and Warrant of Arrest fees	\$60.00	
Telephone tolls	2.44	
Photocopies	2.70	
		65.14
		<u>\$785.14</u>

WHITE, SUTHERLAND, PARKS & ALLEN

ATTORNEYS AND COUNSELORS AT LAW

1200 JACKSON TOWER

PORTLAND, OREGON 97205

224-4840

TELEX: 360-834

CALL BACK: "SEA LAW PTL"

THOMAS J. WHITE
NORMAN E. SUTHERLAND
ALEX L. PARKS
MALCOLM J. MONTAGUE
RUSSELL M. ALLEN
THOMAS J. GREIF
PATRICK F. BOILEAU

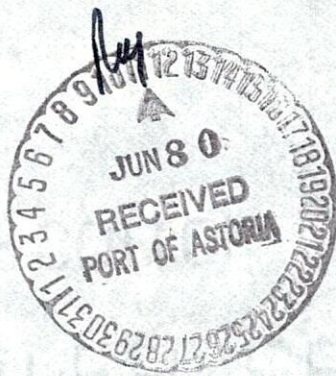
June 6, 1980

Port of Astoria
P.O. Box 569
Astoria, Oregon 97103

TO: PARKS, MONTAGUE, ALLEN & GREIF dr

OUTSTANDING BALANCE DUE FOR LEGAL
SERVICES RENDERED PRIOR INVOICE DATED April 4, 1980

\$785.14



*For Approval
of Opinion \$500.00*
1. Pre-trial Order Prepared
2. Evidence by Segl.

ERSKINE WOOD
of Counsel

WOOD, TATUM, MOSSER, BROOKE & HOLDEN

ERSKINE B. WOOD
LOFTON L. TATUM
JOHN D. MOSSER
JOHN R. BROOKE
JOHN G. HOLDEN
DONALD J. MORGAN
PETER G. VOORHIES
PAUL N. WONACOTT
ROBERT I. SANDERS
JEFFREY E. BOLDY
WILLIAM R. BUREN
ALLEN G. MCKENZIE
JOHN M. COWDEN
WM. DAVID SPRAYBERRY

1505 STANDARD PLAZA
1100 SOUTHWEST SIXTH AVENUE
PORTLAND, OREGON 97204

TELEPHONE (503) 224-5430
CABLE: LINWOOD
TELEX: 360334

December 20, 1979

Port of Astoria
c/o Alex L. Parks, Esq.
White, Sutherland, Parks & Allen
1200 Jackson Tower
Portland, Oregon 97204

Re: Port of Astoria v.
M/V JAPAN ERICA, et al
Civil No. 79-1535
Our File: 001/78:RIS

Gentlemen:

In consideration for your agreement to refrain from arresting the M/V JAPAN ERICA, or attaching any other vessel or property belonging to the Owner of said vessel, the undersigned hereby agrees:

1. To file or cause to be filed an appearance and claim of Owner on behalf of the Owners of the M/V JAPAN ERICA (ship lost or not lost) in that action commenced in the United States District Court for the District of Oregon, entitled Port of Astoria v. M/V JAPAN ERICA, et al, Civil No. 79-1535, for damages to the docking facilities of the Port of Astoria which are alleged to have occurred on December 18, 1977, as a result of an alleged impact by the M/V JAPAN ERICA; and
2. In the event that a final decree, after appeal, if any, be entered in favor of the Port of Astoria against the M/V JAPAN ERICA or her Owners in said action, then the undersigned principal agrees to pay and satisfy said final decree up to, but not exceeding, the sum of Eighty Thousand Dollars (\$80,000.00) (ship lost or not lost), or any lesser amount decreed by the court or settled between the parties without final decree being rendered; and
3. Upon demand by you to cause to be filed a bond in form and sufficiency of surety satisfactory to you or to the court in the above amount securing the claim of the Port of Astoria against the said M/V JAPAN ERICA or her Owners in said action for said amount; and

Port of Astoria
c/o Alex L. Parks, Esq.
White, Sutherland, Parks & Allen
December 20, 1979
Page Two

4. In the event the bond referred to in paragraph 3 is filed, the undersigned shall have no further obligation under the provisions of this letter.

This letter is written without prejudice to any rights or defenses which the M/V JAPAN ERICA or its Owners may have, none of which are to be regarded as waived. This letter does not constitute an admission of liability whatever by the Owners of the vessel.

The Japan Ship Owners' Mutual
Protection & Indemnity Association
By: WOOD, TATUM, MOSSER, BROOKE
& HOLDEN

By: Robert I. Sanders
Robert I. Sanders
As Attorney-in-Fact
Pursuant to telex authority
transmitted December 19, 1979

PARKS, MONTAGUE, ALLEN & GREIF

(WHITE, SUTHERLAND, PARKS & ALLEN)
ATTORNEYS AND COUNSELORS AT LAW
1200 JACKSON TOWER
PORTLAND, OREGON 97205
(503) 224-4840

ALEX L. PARKS
MALCOLM J. MONTAGUE
RUSSELL M. ALLEN
THOMAS J. GREIF
ROGER J. LEO
WILLIAM P. HORTON
C. KENT ROBERTS

THOMAS J. WHITE
NORMAN E. SUTHERLAND
OF COUNSEL

TELEX 360-834
CALL BACK "SEA LAW PTL"

July 18, 1980



Mr. George Grove
Port of Astoria
P. O. Box 569
Astoria, Oregon 97103

Re: Port of Astoria v. "Japan Erica"

Dear George:

Enclosed is a copy of the Pretrial Order lodged in the above case, for your files. We will advise as soon as we get a trial date setting.

The photograph of the marine terminals on the back of the second leaf of your "Port of Astoria" brochure would be an excellent trial exhibit. I wonder if you still have the photograph or negative from which it was printed? If so, please advise so we can arrange for a good sized print to be made.

By copy of this letter to Harry Utti, I am asking that he furnish me with the same 1967 dock repair materials he earlier sent to Mr. Sanders.

Thank you for your courtesies during my visit last week. I enjoyed meeting both of you.

Very truly yours,

MALCOLM J. MONTAGUE
PARKS, MONTAGUE, ALLEN & GREIF

MJM:an
Encls.

✓cc: Harry A. Utti
Port Engineer
Port of Astoria
(with enclosure)

1 PARKS, MONTAGUE, ALLEN & GREIF
Alex L. Parks

2 1200 Jackson Tower
Portland, Oregon 97205
3 Telephone: (503) 224-4840

4 Attorneys for Plaintiff

5 WOOD, TATUM, MOSSER, BROOKE & HOLDEN

6 Robert I. Sanders
1505 Standard Plaza Building
7 1100 S.W. 6th Avenue
Portland, Oregon 97204
8 Telephone: (503) 224-5430

9 Attorneys for Defendant

10 IN THE UNITED STATES DISTRICT COURT

11 FOR THE DISTRICT OF OREGON

12 PORT OF ASTORIA, a municipal
13 corporation,

14 Plaintiff,

15 vs.

16 M/V JAPAN ERICA, her engines, tackle
17 and apparel and NISSEN KISEN KAISHA,
18 LTD., a foreign corporation,

19 Defendants.

) Civil No. 79-1535

) PRETRIAL ORDER

20 As a result of a pretrial conference heretofore held, at which plaintiff
21 was represented by Alex Parks and Malcolm J. Montague, and defendants were
22 represented by Robert I. Sanders, the following issues of fact and law were
23 framed and exhibits identified.

24 I.

25 STATEMENT OF JURISDICTION AND NATURE OF PROCEEDINGS

26 This is an action by plaintiff Port of Astoria for damages sustained

1 by a dock owned by it, allegedly sustained from the negligence of defendant's
2 ship. Jurisdiction is granted to the Court by 28 U.S.C. §1333.

3 II.

4 AGREED FACTS

5 The following facts have been agreed upon by the parties and require
6 no proof:

7
8 1. Plaintiff was and now is a municipal corporation duly organized under
9 the laws of the State of Oregon. Defendant Nissen Kisen Kaisha, Ltd. is a
10 corporation duly organized and existing under the laws of Japan and authorized
11 to do business in Oregon.

12 2. The Port of Astoria is the owner and operator of a dock located on the
13 Columbia River in Clatsop County, Oregon, and designated as Pier 3.

14 3. Defendant Nissen Kisen Kaisha, Ltd. is the owner and operator
15 of the M/V JAPAN ERICA, a Japanese flag vessel of approximately
16 feet in length.
17

18 III.

19 CONTENTIONS OF PLAINTIFF

20 Plaintiff makes the following contentions:

21 1. On or about December 18, 1977, at or about 9:00 a.m.
22 during clear and calm weather, while maneuvering to come alongside Pier
23 3, the defendant vessel struck Pier 3, causing damage to the pier and other
24 property.
25

26 2. At the time of the collision of the vessel with the pier, the pier

1 and other property thereon were in sound condition and adequate for the purposes
2 intended.

3 3. The defendant ship was unseaworthy and Nissen Kisen Kaisha, Ltd.

4 and its personnel were negligent in the following particulars:

5 a. The crew and officers were incompetent;

6 b. They were not attentive to their duties;

7 c. They failed to keep a proper lookout;

8 d. They failed to keep the vessel under control so as to avoid

9 striking the pier with undue force.

10 4. As a result of the negligence and unseaworthiness of defendants,

11 plaintiff suffered damage in the sum of \$75,500.00.

12 Plaintiff is entitled to interest on the sum of damages to be awarded, and attorney fee

13 IV.

14 DEFENDANTS' CONTENTIONS

15 Defendants make the following contentions:

16 1. Deny plaintiff's contentions.

17 2. Plaintiff's loss, if any, was caused by its failure to exercise

18 reasonable care to protect and preserve its property in one or more of the

19 following particulars:

20 a. It failed to maintain an adequate depth of water in Slip No. 2

21 adjacent to Pier 3.

22 2. It failed to properly maintain all strength members of Pier 3

23 in order to prevent damage to the pier as vessels landed against the pier

24 in routine docking operations.

Page

3. It improperly positioned vessels and log rafts at Pier 2, blocking access to Slip No. 2 between Pier 2 and Pier 3.

4. It failed to warn defendants that it had positioned vessels and log rafts at Pier 2 so as to block access to Slip No. 2.

5. It failed to inspect Pier 2 and Slip No. 2 in order to discover that access was blocked prior to ordering defendants' vessel to Pier 2.

3. Defendant Nissen Kisen Kaisha, Ltd. is not responsible in personam for the damage plaintiff alleges because the sole cause of any collision and any resulting damage was the negligence of plaintiff or plaintiff and Columbia River Bar Pilot R.H. Collins, or Pilot Collins, a pilot Nissen Kisen Kaisha, Ltd. was required to hire under the compulsory pilotage laws of the State of Oregon.

4. The M/V JAPAN ERICA and claimant Nissen Kisen Kaisha, Ltd. should not be held responsible in rem for the damage plaintiff alleges because the sole cause of any collision and any resulting damage was the negligence of plaintiff or plaintiff and Columbia River Bar Pilot R.H. Collins or Pilot Collins, a pilot the vessel and Nissen Kisen Kaisha, Ltd. were required to hire under the compulsory pilotage laws of the State of Oregon.

V.

ISSUES OF FACT

1. Were the defendants negligent?

2. Was the plaintiff negligent?

3. Was R.H. Collins negligent?

1 4. What was the percentage of the negligence of each of the defendants,
2 the plaintiff and R.H. Collins which was a proximate cause of the damage
3 plaintiff claims?

4 5. Was plaintiff damaged, and if so, in what amount?
5

6 VI.

7 ISSUES OF LAW

8 1. Does Oregon have a compulsory pilotage law?

9 2. If defendants were not negligent and plaintiff's alleged damage was
10 caused by either the sole negligence of a compulsory pilot or a combination
11 of the negligence of a compulsory pilot and the plaintiff, are defendants
12 liable for any of plaintiff's damages?

13 VII.

14 EXHIBITS

15 The following exhibits were produced and marked, and may be received
16 in evidence if otherwise admissible, without further authentication. Except
17 as hereinafter noted, each is what it purports to be:
18

19 A. Plaintiff's Exhibits:

20 1. Photographs

21 2. Survey report

22 3. Diagram

23 4. Palmberg construction drawings, 1967

24 5. Port of Astoria records, 1967, dock repair work

25 6. Port of Astoria records, 1977, slip depths
26

- 1 7. Port of Astoria chart, 1978, completed dredging
- 2 8. Port of Astoria bidding documents and repair bids, 1978
- 3 9. Port of Astoria docking record, December, 1978
- 4 10.
- 5 B. Defendants' Exhibits:
- 6 1. Photographs
- 7 2. Survey report
- 8 3. Diagram
- 9 4. Deck log book
- 10 5. Bell book
- 11 6. Engine Order Record
- 12 7. Course Recorder
- 13 8. Palmberg Construction Drawings dated January 18 and 31, 1967.
- 14 9. Port of Astoria records, 1967, dock repair work.
- 15
- 16

VIII.

WITNESSES

- 18
- 19 A. Plaintiff's Witnesses:
- 20 1. Captain H. R. Collins
- 21 2. Mr. George Grove
- 22 3. Mr. Harry Utti
- 23 4. Mr. Ken Taylor
- 24 5. Other witnesses to be designated at time of Pretrial
- 25 Conference
- 26 6.

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B. Defendants' Witnesses:

1. Captain K. Onda

2. Third Officer M. Yamagishi

3. Captain R.H. Collins

4. Mr. Ike Vice

5. Mr. Harry Utti

6. Mr. Ken Taylor

IX.

DEPOSITIONS

X.

ACTION BY THE COURT

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2
3
4 XI.

5 CONCLUSION

6
7 This Pretrial Order was approved by the parties. The pleadings shall
8 pass out of the case and be superseded by this Order, which shall not be
9 amended except by consent of the parties or by an Order of this Court to
10 prevent manifest injustice.
11

12 DATED this ____ day of _____, 1980.
13

14 _____
District Judge

15 APPROVED:

16 Malechun J. Montague
17 Alex L. Parks - Malechun J. Montague
Parks, Montague, Allen & Greif
18 of Attorneys for Plaintiff

19 Robert I. Sanders
20 Robert I. Sanders
Wood, Tatum, Mosser, Brooke & Holden
21 of Attorneys for Defendants
22
23
24
25
26

PARKS, MONTAGUE, ALLEN & GREIF

ATTORNEYS AND COUNSELORS AT LAW

1200 JACKSON TOWER

PORTLAND, OREGON 97205

224-4840

ALEX L. PARKS
MALCOLM J. MONTAGUE
RUSSELL M. ALLEN
THOMAS J. GREIF
ROGER J. LEO
WILLIAM P. HORTON

THOMAS J. WHITE
NORMAN E. SUTHERLAND
OF COUNSEL

TELEX: 360-834
CALL BACK: "SEA LAW PTL"

July 21, 1980

Mr. Ed Luoma
Certified Public Accountant
2703 Marine Drive
Astoria, Oregon 97103

Dear Mr. Luoma:

We have been asked by the Port of Astoria to respond to your audit inquiry for the 1978-79 fiscal year.

We represent the Port of Astoria on a case by case basis. At the present time, we have only one material case, Port of Astoria v. The Vessel "Japan Erica," et al. The Port's claim is in the amount of \$75,500.00 plus interest from December, 1977, arises from damage to Pier 3 of its docks when struck by that vessel. Action has been filed in admiralty in the United States District Court, on behalf of the Port as plaintiff. It should be tried this fall.

In our opinion, the Port has an excellent claim as to liability. There are issues as to damages, since the defendants claim that the Port should receive only depreciated cost rather than repair cost in full. While there is some support for the defendants' position, it is our opinion that, in reasonable probability, the court will not agree with defendants.

We therefore believe that the Port will recover substantially all of its claimed damages.

The Port was not indebted to us for fees or costs as of June 30, 1979.

Very truly yours,

MALCOLM J. MONTAGUE
PARKS, MONTAGUE, ALLEN & GREIF

MJM:an

✓cc: Mr. George Grove
Port of Astoria

PARKS, MONTAGUE, ALLEN & GREIF

(WHITE, SUTHERLAND, PARKS & ALLEN)
ATTORNEYS AND COUNSELORS AT LAW
1200 JACKSON TOWER
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C. KENT ROBERTS

THOMAS J. WHITE
NORMAN E. SUTHERLAND
OF COUNSEL
TELEX: 360-834
CALL BACK: "SEA LAW PTL"

October 1, 1980

Mr. George Grove, Manager
Port of Astoria
P. O. Box 569
Astoria, Oregon 97103

Re: Port of Astoria v. M/V "Japan Erica,"
et al.

Dear Mr. Grove:

We have received an order from the court, resetting the trial date in the "Japan Erica" case to the week of November 17, 1980. The court this as an estimate 1-1/2 day court trial, and we think that is probably accurate. Please advise us if there is any anticipated conflict in the availability of you or Mr. Utti that week.

Alex Parks is in discussion with Mr. Sanders, of the Wood law firm, regarding possible settlement of this case, and we can report the defendant's attitude to you within a week or ten days.

Very truly yours,

Malcolm J. Montague

MALCOLM J. MONTAGUE
PARKS, MONTAGUE, ALLEN & GREIF

MJM:an

cc: Mr. Harry Utti



Copy given to G. Fulton 10/3/80

UNITED STATES DISTRICT COURT
DISTRICT OF OREGON

CIVIL MINUTES — GENERAL

Case No. Civ. 79-1535

Date October 30, 1980

Title Port of Astoria v. M/V Japan Erica, et al

DOCKET ENTRY

Record of ORDER striking trial date from week of November 17, 1980.

ORDER resetting trial to week of December 15, 1980.*

(Court - 1-1 1/2 days)

PRESENT:

HON. James M. Burns Chief, JUDGE

M. DeLap

Deputy Clerk

Court Reporter

ATTORNEYS PRESENT FOR PLAINTIFFS:

ATTORNEYS PRESENT FOR DEFENDANTS:

cc: Alex Parks
PROCEEDINGS: 1200 Jackson Tower
Portland, OR 97204

Robert Sanders
1001 SW 5th, Ste 1300
Portland, OR 97204

* PLEASE NOTE THAT TRIAL CAN NOT START ON MONDAY.

LRC

RECEIVED
NOV 1 1980

PARKS, MONTAGUE, ALLEN & GREIF

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THOMAS J. WHITE
NORMAN E. SUTHERLAND
OF COUNSEL
TELEX: 360-834
CALL BACK: "SEA LAW PTL"

November 20, 1980

Port of Astoria
P. O. Box 569
Astoria, Oregon 97103

Attention: Mr. George Grove, Manager

Re: Port of Astoria v. M/V "JAPAN ERICA"
U. S. D. C. No. 79-1535

Dear George:

Please find enclosed a copy of our Answers to Requests for Admission which we served upon defense counsel Robert I. Sanders yesterday.

I am also enclosing a copy of the civil minute order setting this matter down for trial on December 15, 1980.

Based upon our answers, Mr. Sanders has indicated that he desires to take the deposition of your maintenance foreman, Ike Vice, in order to determine the extent of maintenance performed by the Port since Pier No. 3 was essentially rebuilt in 1967. In order to avoid a further continuance of the trial date now set, we have tentatively arranged for the deposition to be taken on Monday, December 1, 1980, at the Port's offices in Astoria, commencing at 10:00 a.m. As you can tell by the enclosed Notice of Deposition, he seeks to review at that time all Port records showing continuous maintenance and replacement of Pier No. 3, in accordance with our answers to the Request for Admission. He has indicated in a recent telephone conversation that this would include such documents as purchase records, outside contracts to repair, and internal repair records, including time records and material invoices.

As you know, we are as anxious as you are to get this matter to trial and a final result. Therefore, I hope it will be convenient and possible to take Mr. Vice's deposition on the date set. At the



Port of Astoria
November 20, 1980
Page Two

same time, I think it would be advisable for us to plan on a conference following the deposition in order to go over the order of proof and begin preliminary preparation of our witnesses.

Please give me a call right away if the proposed deposition or this manner of procedure should cause any problems.

Very truly yours,



ALEX L. PARKS

PARKS, MONTAGUE, ALLEN & GREIF

ALP:dv
Enclosures

P.S. to George from Roger Leo:

We held this letter for four days, waiting for receipt of the Notice of Deposition from Mr. Sanders. It has not arrived, and hence it is not enclosed as stated above. However, I will forward it right away upon receipt. Please start getting the documents together in the meantime.



A TRUE COPY
Ray G. Lee
ATTORNEY
FOR PLAINTIFF

1 ALEX L. PARKS
2 PARKS, MONTAGUE, ALLEN & GREIF
3 1200 Jackson Tower
4 Portland, Oregon 97205
5 Telephone: (503) 224-4840

6 Attorneys for Plaintiff

7 ROBERT I. SANDERS
8 WOOD TATUM MOSSER BROOKE & HOLDEN
9 1001 S. W. Fifth Avenue, Suite 1300
10 Portland, Oregon 97204
11 Telephone: (503) 224-5430

12 Attorneys for Defendants

13 IN THE UNITED STATES DISTRICT COURT

14 FOR THE DISTRICT OF OREGON

15 PORT OF ASTORIA, a municipal)
16 corporation,)

17)
18 Plaintiff,)

19 vs.)

20 M/V JAPAN ERICA, her engines,)

21 tackle and apparel and NISSEN)

22 KISEN KAISHA, LTD., a foreign)

23 corporation,)

24 Defendants.)

Civil No. 79-1535

PLAINTIFF'S ANSWERS TO REQUESTS
FOR ADMISSION

25 Pursuant to F.R.C.P. 36, plaintiff Port of Astoria, answers
26 the Requests for Admission served by the defendants on October 16,
27 1980:

28 REQUEST NO. 1: The basic pier structure of Port of Astoria
29 Pier No. 3, including bearing piles, pile caps, deck stringers, joists,
30 bracings, girts, and sub-decking has an expected service life of thirty
31 (30) to forty (40) years.

32 ANSWER: This Request for Admission is denied.

Page 1. PLAINTIFF'S ANSWERS TO REQUESTS FOR ADMISSION

1 REQUEST NO. 2: The external pier decking of Port of Astoria
2 Pier No. 3 has an expected service life of fifteen (15) to twenty-five
3 (25) years.

4 ANSWER: The factual statement requested is admitted, but
5 plaintiff objects to the legal relevancy thereof in that the external
6 pier decking of Port of Astoria Pier No. 3 is continuously replaced
7 pursuant to ongoing maintenance procedures, as the need arises.

8 REQUEST NO. 3: The fender piles, chocks, wales and bull
9 rails (string pieces) of Port of Astoria Pier No. 3 have an expected
10 service life of five (5) to ten (10) years.

11 ANSWER: The factual statement requested is denied.
12 Plaintiff objects to the legal relevancy thereof in that the fender
13 piles, chocks, and bull rails of Port of Astoria Pier No. 3 are con-
14 tinuously replaced pursuant to ongoing maintenance procedures, as the
15 need arises. Pier No. 3 does not have wales.

16 REQUEST NO. 4: The external pier decking of Port of Astoria
17 Pier No. 3 is a separate part of the pier structure that through normal
18 wear and tear would require independent replacement during the life of
19 the structure.

20 ANSWER: The Request is denied.

21 REQUEST NO. 5: The fender piles, chocks, wales and bull
22 rails (string pieces) of Port of Astoria Pier No. 3 are separate parts
23 of the pier structure that through normal wear and tear would require
24 independent replacement during the life of the structure.

25 ANSWER: The Request is denied. The fender piles, chocks,
26 and bull rails are are physically attached by bolts or hoops to the

1 rest of the integral structure of Pier No. 3. There are no wales
2 in Pier No. 3.

3 REQUEST NO. 6: The Port of Astoria Pier No. 3, extending
4 approximately 75 feet from the pier end to approximately bent #146-1/2
5 and including the structure, decking and components referred to in
6 REQUESTS NOS. 1, 2 and 3, was rebuilt in 1967.

7 ANSWER: The factual statement requested is admitted, but
8 plaintiff objects to the legal relevancy thereof in that the structure
9 referred to in this Request has been continuously maintained and
10 replaced as the need has arisen pursuant to ongoing maintenance
11 procedures of the Port since the date of construction.

12 REQUEST NO. 7: As of December 18, 1977, the basic pier
13 structure described in REQUEST NO. 1, the external pier decking and
14 the fender piles, chocks, wales and bull rails (string pieces) of
15 Port of Astoria Pier No. 3, extending approximately 75 feet from the
16 pier end to approximately bent #146-1/2, were ten (10) years old.

17 ANSWER: This Request is denied, by reason of continuous
18 replacement of components of the integral structure of the dock, as
19 previously referred to herein.

20 REQUEST NO. 8: The expected service life of the basic
21 pier structure described in REQUEST NO. 1 would, in the normal
22 course, expire between the years 1997 and 2007 and said structure
23 would require replacement at that time.

24 ANSWER: This Request is denied, by reason of continuous
25 replacement of components of the integral structure of the dock, as
26 previously referred to herein.

1 REQUEST NO. 9: The expected service life of the external
2 pier decking described in REQUEST NO. 2 would, in the normal course,
3 expire between the years 1982 and 1992 and said decking would require
4 replacement at that time.

5 ANSWER: This Request is denied, by reason of continuous
6 replacement of components of the integral structure of the dock, as
7 previously referred to herein.

8 REQUEST NO. 10: The expected service life of the fender
9 piles, chocks, wales and bull rails (string pieces) described in
10 REQUEST NO. 3, expired in the normal course between the years 1972
11 and 1977.

12 ANSWER: This Request is denied, by reason of continuous
13 replacement of components of the integral structure of the dock, as
14 previously referred to herein.

15 REQUEST NO. 11: The expected service lives referred to in
16 REQUESTS NOS. 1, 2 and 3 were estimated in connection with comparable
17 components of Port of Astoria Pier No. 1 following contact with the
18 pier by the vessel LONG CHARITY in November, 1971, and, in the course
19 of settlement negotiations arising from that incident, were agreed to
20 by the Port and that vessel's representatives.

21 ANSWER: The Request is denied, by reason that the incident
22 giving rise to the claim involved in litigation herein occurred at
23 Pier No. 3.

24 REQUEST NO. 12: The expected service lives referred to in
25 REQUESTS NOS. 1, 2 and 3 were estimated in connection with comparable
26 components of Port of Astoria Pier No. 1 following contact with that

1 pier by the vessel IBERIA on November 15, 1973, and, in the course of
2 settlement negotiations arising from that incident, were agreed to by
3 the Port and that vessel's representatives.

4 ANSWER: The Request is denied, by reason that the incident
5 giving rise to the claim involved in litigation herein occurred at
6 Pier No. 3.

7 REQUEST NO. 13: The expected service lives referred to in
8 REQUESTS NOS. 1, 2 and 3 were estimated in connection with comparable
9 components of Port of Astoria Pier No. 1 following contact with that
10 pier by the vessel AMAZON MARU on September 3, 1973, and, in the
11 course of settlement negotiations arising from that incident, were
12 agreed to by the Port and that vessel's representatives.

13 ANSWER: The Request is denied, by reason that the incident
14 giving rise to the claim involved in litigation herein occurred at
15 Pier No. 3.

16 REQUEST NO. 14: The expected service lives referred to in
17 REQUESTS NOS. 1, 2 and 3 were estimated in connection with comparable
18 components of Port of Astoria Pier No. 2 following contact with that
19 pier by the vessel ISLAND ENGINEER on September 12, 1973, and, in the
20 course of settlement negotiations arising from that incident, were
21 agreed to by the Port and that vessel's representatives.

22 ANSWER: The Request is denied, by reason that the incident
23 giving rise to the claim involved in litigation herein occurred at
24 Pier No. 3.

25 REQUEST NO. 15: The expected service lives referred to in
26 REQUESTS NOS. 1, 2 and 3 were estimated in connection with comparable

1 components of Port of Astoria Pier No. 1 following contact with that
2 pier by the vessel NEPHELE on November 14, 1973, and, in the course
3 of settlement negotiations arising from that incident, were agreed
4 to by the Port and that vessel's representatives.

5 ANSWER: The Request is denied, by reason that the incident
6 giving rise to the claim involved in litigation herein occurred at
7 Pier No. 3.

8 REQUEST NO. 16: The expected service lives referred to in
9 REQUESTS NOS. 1, 2 and 3 were estimated in connection with comparable
10 components of Port of Astoria Pier No. 1 following contact with that
11 pier by the vessel ALKYONIA on January 27, 1974, and, in the course
12 of settlement negotiations arising from that incident, were agreed
13 to by the Port and that vessel's representatives.

14 ANSWER: The Request is denied, by reason that the incident
15 giving rise to the claim involved in litigation herein occurred at
16 Pier No. 3.

17 REQUEST NO. 17: The expected service lives referred to in
18 REQUESTS NOS. 1, 2 and 3 were estimated in connection with comparable
19 components of Port of Astoria Pier No. 2 following contact with that
20 pier by the vessel NORTHERLY TRADER on October 14, 1974, and, in the
21 course of settlement negotiations arising from that incident, were
22 agreed to by the Port and that vessel's representatives.

23 ANSWER: The Request is denied, by reason that the incident
24 giving rise to the claim involved in litigation herein occurred at
25 Pier No. 3.

26

1 REQUEST NO. 18: The expected service lives referred to in
2 REQUESTS NOS. 1, 2 and 3 were estimated in connection with comparable
3 components of Port of Astoria Pier No. 1 following contact with that
4 pier by the vessel EL EUROPA on March 27, 1975, and, in the course of
5 settlement negotiations arising from that incident, were agreed to by
6 the Port and that vessel's representatives.

7 ANSWER: The Request is denied, by reason that the incident
8 giving rise to the claim involved in litigation herein occurred at
9 Pier No. 3.

10 DATED this 14th day of November, 1980.

11 PARKS, MONTAGUE, ALLEN & GREIF

12 By

13 Alex L. Parks
 ALEX L. PARKS

14 Of Attorneys for Plaintiff
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1 CERTIFICATE OF SERVICE

2 I hereby certify that I served the foregoing Plaintiff's
3 Answers to Requests for Admission on Robert I. Sanders, Esq., of
4 Wood Tatum Mosser Brooke & Holden, 1001 S. W. Fifth Avenue, Suite
5 1300, attorney for defendants, by mailing a copy hereof in a sealed
6 envelope and deposited in the post office at Portland, Oregon on
7 the 14th day of November, 1980.

8 

9 Alex L. Parks
10 Of Attorneys for Plaintiff
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REFERENCE TO SHIP DAMAGE TO PIERS
MADE AT COMMISSION MEETINGS FROM 1970-1980

REGULAR COMMISSION MEETING
MAY 10, 1977

CONSIDERATION OF APPROVAL OF AWARD OF BID FOR REPAIR OF NORTHWEST CORNER OF PIER 2:

Mr. Fulton stated in December of 1976 when the Chevron Colorado struck the northwest corner of Pier 2, FMC in Portland accepted responsibility for damage and for obtaining bids for the repair. Bergerson Enterprises was low bidder in the amount of \$46,735. Subsequently, Bergerson advised FMC and the Port of an alternate plan for repairing the corner of the pier, one which would allow for stronger construction with less cost. FMC advised the Port that if the Port wanted a revised plan of construction they would pay the Port the full amount of the claim bid of \$46,735, and the Port could proceed with the repairs.

There was discussion among the Commissioners and staff. It was decided Bergerson should be given the bid as he was low bidder. Motion was made by Commissioner Johnson to approve awarding the bid to Bergerson. Commissioner Hoagland seconded. Unanimously passed and carried.

REGULAR COMMISSION MEETING
JUNE 13, 1978

CONSIDERATION OF APPROVAL OF AUTHORIZING STAFF TO ADVERTISE FOR BIDS FOR REPAIR OF DAMAGES TO PIER 3 BY "JAPAN ERICA":

Mr. Packard explained that on December 18, 1977, the vessel, JAPAN ERICA, while approaching Pier 3 to berth, struck the corner of Pier 3 causing damages. He stated at this time staff is recommending authorization be granted to advertise for bids for repair of damages. The agents of the vessel, Japan Line, were notified of the damage and a survey was made by U.S. Salvage Association. Commissioner Desler made a motion that staff be given approval to pursue the bids for repair of Pier 3. Commissioner Corkill seconded. Unanimously passed and carried.

REGULAR COMMISSION MEETING
JULY 13, 1978

CONSIDERATION OF APPROVAL OF AWARD OF BID FOR REPAIRS TO PIER NO. 3:

Harry Utti explained that we received three bids for the repair to Pier No. 3. They were General Construction Company, \$66,950.00; Bergerson Enterprises, \$74,444.00; Coast Marine, \$79,350.00. Gail Packard explained the procedure of insurance repayment of damage done to the dock by the M/V JAPAN ERICA. Discussion followed. Motion was made by Commissioner Desler that we accept the low bid of \$66,950.00 from General Construction Company. Commissioner Hanson seconded. Unanimously passed and carried.

REGULAR COMMISSION MEETING
DECEMBER 11, 1979

CONSIDERATION OF APPROVAL OF ENGAGING SERVICES OF MARITIME ATTORNEY TO RESOLVE SHIP DAMAGE CLAIM:

Mr. Grove explained that in December of 1977, the JAPAN ERICA struck Pier 3, causing damages estimated at that time to be \$75,000. He also explained that in the two-year period, from 1977 to 1979, due to inflation, the cost to complete the repairs would be approximately

REFERENCE TO SHIP DAMAGE TO PIERS
MADE AT COMMISSION MEETINGS FROM 1970-1980
PAGE TWO

\$85,000. Mr. Grove explained that during this two year period the Port has been negotiating with the attorney representing the vessel. The attorney acting in behalf of the vessel has offered the Port a settlement of \$55,000.00. Mr. Grove stated that he felt this settlement was not enough, so he and Mr. Utti had discussed this with a maritime attorney, after clearing it with Mr. George Fulton. The maritime attorney, Mr. Alex Parks, was furnished with all of our pertinent documents, including plans of when the pier was re-build, and he feels that with a fee of \$500 he could get the Port an additional \$5,000 on the settlement. Mr. Grove stated that with this being the case, Staff recommends approval of retaining the maritime attorney to try for the additional \$5,000. Mr. Grove also explained that as time goes on, the inflationary factors will take their toll, and the margin of cost for repairs and our return from the settlement for damage will widen.

Commissioner Thompson stated that he has complete faith in Mr. Parks, as he has the finest reputation as a maritime attorney on the West Coast. Commissioner Thompson moved that we go ahead with this proposal. Commissioner Johnson seconded. Unanimously passed and carried.

Encl

PARKS, MONTAGUE, ALLEN & GREIF

(WHITE, SUTHERLAND, PARKS & ALLEN)

ATTORNEYS AND COUNSELORS AT LAW

1200 JACKSON TOWER

PORTLAND, OREGON 97205

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C. KENT ROBERTS

THOMAS J. WHITE
NORMAN E. SUTHERLAND
OF COUNSEL

TELEX: 360-834
CALL BACK: "SEA LAW PTL"

March 17, 1981

Edwin L. Luoma
Certified Public Accountant
2703 Marine Drive
Astoria, Oregon 97103

Re: Port of Astoria

Dear Mr. Luoma:

I have been handed your audit letter of inquiry by Mr. Alex Parks for an answer.

The only substantive matter in which we represented the Port of Astoria in the calendar year 1980, was the case of Port of Astoria vs. JAPAN ERICA, a claim against a ship for dock damage. This case was pending on June 30, 1980, and after extensive depositions and trial preparation, was finally completely settled in compromise by order of the Federal District Court on December 31, 1980. The amount received by the Port of Astoria in settlement and compromise of this case was \$64,000.

Our invoice for the balance due of \$2,534.18 has been paid in full on December 19, 1980. Any services in preparation and review of closing documents and orders of dismissal, filing the same and transmission of settlement funds were without charge by this office.

To the best of our knowledge, there are no material fees outstanding and we have no material engagements involving financial responsibility or affairs of the Port at this writing period.

Very truly yours,
PARKS, MONTAGUE, ALLEN & GREIF

Malcolm J. Montague

R MJM:dv

cc: Roger Shannon, ✓
Acting Executive Director
Port of Astoria

